

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 83	
2. Contract (Proc. Inst. Ident) No. DAAE07-03-C-S114		3. Effective Date 2004JAN05		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATBC JACK BROWN (586)574-6309 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: BROWNJ@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		Code S2404A		
			SCD C PAS S2404A3903AS ADP PT HQ0338				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) AMERICAN TRUCK CO. LLC. 2010 CORPORATE RDG SUITE 700 MCLEAN, VA. 22102 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 1ZHP7				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264		Code HQ0338		
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(3) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data SEE SECTION G				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
		KIND OF CONTRACT: System Acquisition Contracts		FMS REQUIREMENT			
Contract Expiration Date: 2009DEC30				15G. Total Amount Of Contract		\$53,903,331.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	75
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	32	X	J	List of Attachments	83
X	D	Packaging and Marking	50	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	51	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	60				
X	G	Contract Administration Data	63	L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	66	M	Evaluation Factors for Award		
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer GLORIA MCCrackEN MCCRACKG@TACOM.ARMY.MIL (586)574-6524			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004JAN05	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 83
	PIIN/SIIN DAAE07-03-C-S114MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) This Contract Number DAAE07-03-C-S114 is awarded to American Truck Company and covers Foreign Military Sales Case IS-B-ZAM with the Government of Israel for the following items:

Medium Tactical Trucks (three configurations)	302 each
Priced option for 302 additional trucks	
Data set forth in DD1423 in Section J	1 lot
Support Kits and BII	1 lot
Publications & Media	1 lot
Contractor Training	1 lot
Training Devices	1 lot
Concurrent Spare Parts	1 lot
Special Tools & Diagnostic Equipment	1 lot

(b) Attention is directed to the following Clauses in this contract:

- SECTION C: POST AWARD CONFERENCE: ATC/TEREX Ft Wayne, Indiana
- Section E: INSPECTION POINT: ATC/TEREX Ft Wayne, Indiana
- Section F: DELIVERY SCHEDULE - The first 5 prototype trucks will be conditionally accepted and shipped to Israel.
- Section G: PERFORMANCE BASED PAYMENTS (Also See Attachment 007)
- Section H: SMALL, SMALL DISADVANTAGED & WOMAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN - ATC has submitted its subcontracting plan under this contract.
- Section H: AMERICAN CONTENT CERTIFICATION: ATC has certified that the US Dollar value of the deliverables under this contract exceeds fifty-one percent 51% of the total contract value.
- Section H: CORPORATE GUARANTOR: Terex Corporation, the parent of ATC, guarantees the successful performance of this contract and has executed a Guaranty Agreement for Corporate Guarantor - DLA Form 621.
- Section H: DEFINITIZATION SCHEDULE: CLIN 0009AA for Concurrent Spare Parts, and CLIN 0010AA for Special Toos & Diagnostic Equipment are established at Ceiling Prices to be definitized into firm fixed prices through negotiations after contract award.
- Section I: REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -MODIFICATIONS: This FMS contract was awarded without initial cost or pricing data pursuant to DFARS 225.7303(b). However, the PCO may require certified cost and pricing data for modifications to determine pricing is fair and reasonable.

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

(d) Definitions:

GOI	Government of Israel
GOI/MOD	Government of Israel/Ministry of Defense
I/MOD	Government of Israel Ministry of Defense
IDF	Israel Defense Force
Government	US Government
Manufacturer	American Truck Company
Contractor	American Truck Company
PCO	Procuring Contracting Officer - TACOM
ACO	Administrative Contracting Officer - DCMA

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 3 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

EAT Extended Acceptance Test - Same as First Article Test (FAT)

MTTD Same as DDT- Medium Tactical Truck - Driver Training Configuration

[End of Clause]

A-2 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING
(TACOM)

JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0001AA	ATC MTT - CARGO TRUCK CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MEDIUM TACTICAL TRUCK PRON: J542H903JZ PRON AMD: 01 ACRN: AA AMS CD: ZAM001 FMS CASE IDENTIFIER: IS-B-ZAM ATC MTT AS FURTHER DESCRIBED IN NOTE 1 IN SECTION C, AND ATTACHMENT 003 IN SECTIONS J. DELIVERY SCHEDULE IN SECTION F (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BISK4N33019001 BZ2ZAM L BISK00 3 PROJ CD BRK BLK PT IU2 BIS002 DEL REL CD QUANTITY DEL DATE 001 243 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: GOVT OF ISRAEL MINISTRY OF DEFENSE MAZLACH ISRAEL	243	EA	\$ 150,250.00000	\$ 36,510,750.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 5 of 83
--------------------	---	--------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001AB	<p data-bbox="264 333 747 352"><u>PRICED OPTION FOR ADDITIONAL QUANTITY - MTT</u></p> <p data-bbox="264 415 602 434">NOUN: MEDIUM TAC TRUCK - CARGO</p> <p data-bbox="264 520 740 539">PRICED OPTION IAW SECTION H, PROVISION H-16</p> <p data-bbox="264 573 751 646">OPTION PRICE/UNIT \$154,006 THRU 30 SEP 04 OPTION PRICE/UNIT \$157,763 01 OCT 04 THRU 30 MAR 05</p> <p data-bbox="264 680 784 779">THE QUANTITY STATED FOR THIS OPTION CLIN DOES NOT FORM A PART OF THE BASIC CONTRACT QUANTITY. PART OR ALL OF IT MAY, HOWEVER, BE ADDED TO THE CONTRACT BY EXERCISE OF THIS PRICED OPTION.</p> <p data-bbox="446 812 699 831">(End of narrative B001)</p> <p data-bbox="264 917 501 936"><u>Packaging and Marking</u></p> <p data-bbox="264 999 545 1018"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1022 724 1041">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1104 545 1123"><u>Deliveries or Performance</u></p> <table data-bbox="264 1127 846 1255"> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>243</td><td>UNDEFINITIZED</td><td></td><td></td><td></td></tr> </table> <p data-bbox="264 1316 456 1335">FOB POINT: Origin</p> <p data-bbox="264 1369 779 1520">SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	243	UNDEFINITIZED				243	EA	\$ 154,006.00000	\$ 37,423,458.00
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001																																			
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	243	UNDEFINITIZED																																	

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0002AA	<div>ATC MTTC - CRANE CONFIGURATION</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MEDIUM TAC TRUCK - CRANE PRON: J542H902JZ PRON AMD: 02 ACRN: AB AMS CD: ZAM002 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>ATC MTTC AS FURTHER DESCRIBED IN NOTE 1 IN SECTION C, AND ATTACHMENT 003 IN SECTIONS J.</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BISK4N33019002 BZ2ZAM L BISK00 3 PROJ CD BRK BLK PT IU2 BIS002 DEL REL CD QUANTITY DEL DATE 001 49 UNDEFINITIZED</div> <div>FOB POINT: Origin</div> <div>SHIP TO: Contact DCMA for shipping instructions</div> <div>MARK FOR: GOVT OF ISRAEL MINISTRY OF DEFENSE MAZLACH ISRAEL</div>	49	EA	\$ 155,934.00000	\$ 7,640,766.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p><u>PRICED OPTION FOR ADDITIONAL QUANTITY - MTTC</u></p> <p>NOUN: MEDIUM TAC TRK - CRANE CONFIG</p> <p>PRICED OPTION IAW SECTION H, PROVISION H-16</p> <p>OPTION PRICE/UNIT THRU 30 DEC 04</p> <p>THE QUANTITY STATED FOR THIS OPTION CLIN DOES NOT FORM A PART OF THE BASIC CONTRACT QUANTITY. PART OR ALL OF IT MAY, HOWEVER, BE ADDED TO THE CONTRACT BY EXERCISE OF THIS PRICED OPTION.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 49 UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	49	EA	\$ <u>160,301.00000</u>	\$ <u>7,854,749.00</u>

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0003AA	<u>ATC DTT - MTTD- DRIVER TRAINING VARIANT</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: DTT - DRIVER TRAINING PRON: J542H904JZ PRON AMD: 01 ACRN: AC AMS CD: ZAM003 FMS CASE IDENTIFIER: IS-B-ZAM ATC DTT AS FURTHER DESCRIBED IN NOTE 1 IN SECTION C, AND ATTACHMENT 003 IN SECTIONS J. DELIVERY SCHEDULE IN SECTION F The Driver Training Package (Consisting of dual controls, etc.) to be added and tested in Israel by ATC's subcontractor, after the truck is delivered. Vehicles will be "conditionally accepted" in Ft Wayne, with the condition being installation and test of the Driver Training Package in Israel, and delivery to the IMOD. The IMOD will notify the PCO of acceptance. In turn the PCO will notify the contractor of final acceptance of the vehicle. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BISK4N33019003 BZ2ZAM L BISK00 3 <u>PROJ CD BRK BLK PT</u> IU2 BIS002 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10 UNDEFINITIZED FOB POINT: Origin SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: GOVT OF ISRAEL MINISTRY OF DEFENSE MAZLACH ISRAEL	10	EA	\$ 175,800.00000	\$ 1,758,000.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<div><div>PRICED OPTION FOR ADDITIONAL QUANTITY - DTT</div><div>NOUN: DTT-DRIVER TRAINING VARIANT</div><div>OPTION PRICE IAW SECTION H PROVISION H-16</div><div>OPTION PRICE THRU 30 DEC 04</div><div>THE QUANTITY STATED FOR THIS OPTION CLIN DOES NOT FORM A PART OF THE BASIC CONTRACT QUANTITY. PART OR ALL OF IT MAY, HOWEVER, BE ADDED TO THE CONTRACT BY EXERCISE OF THIS PRICED OPTION.</div><div>(End of narrative B001)</div><div>Packaging and Marking</div><div>Inspection and Acceptance</div><div>INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div><div>DEL REL CD QUANTITY DEL DATE</div><div>001 10 UNDEFINITIZED</div><div>FOB POINT: Origin</div><div>SHIP TO: PARCEL POST ADDRESS</div><div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div></div>	10	EA	\$ 183,255.00000	\$ 1,832,550.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 10 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECURITY CLASS: Unclassified				
0004AA	<p data-bbox="264 441 724 462"><u>CONTRACT DATA REQUIREMENTS - DD FORM 1423</u></p> <p data-bbox="264 600 786 726">DATA SHALL BE FURNISHED IAW ATTACHMENT 001 IN SECTION J, CONTRACT CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423, AND ACCOMPANYING DATA ITEM DESCRIPTIONS (DIDS) AND AS FURTHER DESCRIBED IN SECTION C.</p> <p data-bbox="264 760 786 806">THE COST OF DATA ITEMS IS INCLUDED IN THE PRICE OF OTHER CLINS SET FORTH IN THIS SECTION B.</p> <p data-bbox="264 865 774 938">THE FOB/ACCEPTANCE POINT FOR ALL DATA ITEMS SHALL BE THE DESTINATION SET FORTH IN BLOCK 14 OF THE DD FORM 1423</p> <p data-bbox="264 972 407 993">A001 MANUALS</p> <p data-bbox="264 1024 451 1045">A002 VIDEO FILMS</p> <p data-bbox="264 1077 518 1098">A003 MISC PUBLICATIONS</p> <p data-bbox="264 1129 418 1150">A004 DRAWINGS</p> <p data-bbox="264 1182 418 1203">A005 PLACARDS</p> <p data-bbox="264 1234 529 1255">A006 TRAINING MATERIALS</p> <p data-bbox="264 1287 618 1308">A007 TRAINING PROGRAM STRUCTURE</p> <p data-bbox="264 1339 685 1360">A008 SPECIAL TOOLS & DIAGNOSTIC TOOLS</p> <p data-bbox="264 1392 641 1413">A009 CONCURRENT SPARE PARTS LISTS</p> <p data-bbox="264 1444 641 1465">A010 ENGINEERING CHANGE PROPOSALS</p> <p data-bbox="264 1497 574 1518">A011 TEST/INSPECTION REPORT</p> <p data-bbox="264 1549 540 1570">A012 TRAINING SIMULATORS</p> <p data-bbox="444 1604 699 1625">(End of narrative B001)</p> <p data-bbox="264 1711 547 1732"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1736 836 1757">INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SECURITY CLASS: Unclassified				
0005AA	<div>SUPPORT KITS, ACCESSORIES & BII</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ACCESSORIES/ KITS/BII PRON: J542H905JZ PRON AMD: 01 ACRN: AD AMS CD: ZAM004 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: ORIGIN</div> <div>LOT CONSISTS OF THE FOLLOWING ITEMS: Ammunition Tie-Down Kit (6 Straps) - 10 ea Operators Tools (BII) - 10 ea C-Frame Lifting Device - 10 ea Sling - 10 ea (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPLETION DATE REL CD QUANTITY DATE 001 1 UNDEFINITIZED \$ 29,570.00</div>	1	LO		\$ 29,570.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	<div>SUPPORT KITS, ACCESSORIES & BII</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ACCESSORIES/KITS/BII PRON: J542H905JZ PRON AMD: 01 ACRN: AD AMS CD: ZAM004 FMS CASE IDENTIFIER: IS-B-ZAM DELIVERY SCHEDULE IN SECTION F FOB POINT: ORIGIN LOT CONSISTS OF THE FOLLOWING ITEMS: Ammunition Tie-Down Kit (6 Straps) - 80 ea Operators Tools (BII) -80 ea C-Frame Lifting Device - 39 ea Sling - 39 ea PDI (Signs/Labels/MOT/Safety) - 26 ee (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED \$ 158,471.00</div>	1	LO		\$ 158,471.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	<div><div>SUPPORT KITS, ACCESSORIES & BII</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ACCESSORIES/KITS/BII PRON: J542H905JZPRON AMD: 01ACRN: AD AMS CD: ZAM004 FMS CASE IDENTIFIER: IS-B-ZAM</div><div>DELIVERY SCHEDULE IN SECTION F</div><div>FOB POINT: ORIGIN</div><div>LOT CONSISTS OF THE FOLLOWING ITEMS: Operators Tools (BII - 130 ea Ammunition Tie-Down Kit (6-straps) - 130 ea PDI (Signs/Labels/MOT/Safety) - 74 ea (End of narrative B002)</div><div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div><div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0011UNDEFINITIZED \$132,682.00</div></div>	1	LO		\$132,682.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	<div><div>SUPPORT KITS, ACCESSORIES & BII</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ACCESSORIES/KITS/BII PRON: J542H905JZ PRON AMD: 01 ACRN: AD AMS CD: ZAM004 FMS CASE IDENTIFIER: IS-B-ZAM</div><div>DELIVERY SCHEDULE IN SECTION F</div><div>FOB POINT: ORIGIN</div><div>LOT CONSISTS OF THE FOLLOWING ITEMS: Ammunition Tie-Down Kit (6 Straps) - 140 ea Operators Tools (BII) - 140 ea PDI (Signs/Labels/MOT/Safety) - 104 ea (End of narrative B002)</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div><div>Deliveries or Performance DLVR SCH PERFORM PL REL CD QUANTITY DATE 001 1 UNDEFINITEZ</div><div>\$ 154,872.00</div></div>	1	LO		\$ 154,872.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	<div>SUPPORT KITS, ACCESSORIES & BII</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ACCESSORIES/KITS/BII PRON: J542H905JZ PRON AMD: 01 ACRN: AD AMS CD: ZAM004 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: ORIGIN</div> <div>LOT CONSISTS OF THE FOLLOWING ITEMS:</div> <div>PDI (Signs/Labels/MOT/Safety) - 30 ea</div> <div>(End of narrative B003)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DLVR SCH REL CD QUANTITY DATE 001 1 UNDEFINITIZED</div> <div>\$ 14,790.00</div>	1	LO		\$ 14,790.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	<div><div>SUPPORT KITS, ACCESSORIES & BII</div><div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: ACCESSORIES/KITS/BII PRON: J542H905JZ PRON AMD: 01 ACRN: AD AMS CD: ZAM004 FMS CASE IDENTIFIER: IS-B-ZAM DELIVERY SCHEDULE IN SECTION F FOB POINT: ORIGIN LOT CONSISTS OF THE FOLLOWING ITEMS: PDI (Signs/Labels/MOT/Safety) - 81 ea </div></div>				

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0006	SECURITY CLASS: Unclassified													
0006AA	<p><u>PUBLICATIONS & MEDIA</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: MTT- PUBS</p> <p>PRON: J542H915J6 PRON AMD: 01 ACRN: AE</p> <p>AMS CD: ZAM005</p> <p>FMS CASE IDENTIFIER: IS-B-ZAM</p> <p>PUBLICATIONS & MEDIA IAW NOTE 2 IN SECTION C AND ATTACHMENT 003 IN SECTION J</p> <p>DELIVERY SCHEDULE IN SECTION F</p> <p>FOB POINT: DESTINATION</p> <p>LOT CONSISTS OF THE FOLLOWING:</p> <p>SPARE PARTS MANUAL - ENGLISH LANGUAGE</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>UNDEFINITIZED</td></tr></table> <p>\$ 16,992.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED	1	LO		\$ 16,992.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	UNDEFINITIZED												

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	<p><u>PUBLICATIONS & MEDIA</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT- PUBS PRON: J542H915J6 PRON AMD: 01 ACRN: AE AMS CD: ZAM005 FMS CASE IDENTIFIER: IS-B-ZAM</p> <p>PUBLICATIONS & MEDIA IAW NOTE 2 IN SECTION C AND ATTACHMENT 003 IN SECTION J</p> <p>DELIVERY SCHEDULE IN SECTION F</p> <p>FOB POINT: DESTINATION</p> <p>LOT CONSISTS OF THE FOLLOWING:</p> <p>DRIVERS MANUAL, DRIVING TRAINING TRAINEE BOOK, DRIVING TRAINERS INSTRUCTION BOOK</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED</p> <p>\$ 66,332.00</p>	1	LO		\$ 66,332.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	<p><u>PUBLICATIONS & MEDIA</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT- PUBS PRON: J542H915J6 PRON AMD: 01 ACRN: AE AMS CD: ZAM005 FMS CASE IDENTIFIER: IS-B-ZAM</p> <p>PUBLICATIONS & MEDIA IAW NOTE 2 IN SECTION C AND ATTACHMENT 003 IN SECTION J</p> <p>DELIVERY SCHEDULE IN SECTION F</p> <p>FOB POINT: DESTINATION</p> <p>LOT CONSISTS OF THE FOLLOWING:</p> <p>MAINTENANCE HANDBOOK, INSPECTORS POCKETBOOK, CRANE MAINTENANCE MANUAL, FLAT-RATE TIMETABLE, DRIVING TRAINING VIDEO, MAINTENANCE VIDEO, CRANE OPERATION VIDEO, BRISTOL PLACARDS, DRAWINGS</p> <p>TRAINEE BOOK FOR MANUFACTURERS TRAINING: ENGINEERS TRAINING, GENERAL SUPPORT TRAINING, MECHANICS TRAINING, ELECTRICIANS TRAINING, CRANE MECHANICS TRAINING, SPARE PARTS TRAINING, SENIOR MECHANICS TRAINING</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED</p> <p>\$ 429,066.00</p>	1	LO		\$ 429,066.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 20 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	<p><u>PUBLICATIONS & MEDIA</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT- PUBS PRON: J542H915J6 PRON AMD: 01 ACRN: AE AMS CD: ZAM005 FMS CASE IDENTIFIER: IS-B-ZAM</p> <p>PUBLICATIONS & MEDIA IAW NOTE 2 IN SECTION C AND ATTACHMENT 003 IN SECTION J</p> <p>DELIVERY SCHEDULE IN SECTION F</p> <p>FOB POINT: DESTINATION</p> <p>LOT CONSISTS OF THE FOLLOWING:</p> <p>1 ea - Computer based troubleshooting simulator for the engine & transmission</p> <p>1 ea - Computer based troubleshooting simulator for the CTIS</p> <p>1 ea - Computer based troubleshooting simulator for the hydraulic steering system</p> <p>1 ea - Computer based troubleshooting simulator for the braking system and ABS</p> <p>1 ea - Simulation board of computerized diesel system</p> <p>1 ea - Cross Section of Engine</p> <p>1 ea - Cross Section of Crane Selector & Main Cyliner</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH REL CD QUANTITY DATE 001 1 UNDEFINITIZED</p> <p>\$ 323,078.00</p>	1	LO		\$ 323,078.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	SECURITY CLASS: Unclassified				
0007AA	<div>CONTRACTOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING PRON: J542H908JZ PRON AMD: 01 ACRN: AF AMS CD: ZAM006 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONTRACTOR TRAINING IAW NOTE 2, PARAGRAPH 5, IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT CONSISTS OF THE FOLLOWING:</div> <div>ENGINEERS TRAINING AT CONTRACTORS FACILITY</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DLVR SCH REL CD QUANTITY DATE 001 1 UNDEFINITIZED</div> <div>\$ 20,300.00</div>	1	LO		\$ 20,300.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	<div>CONTRACTOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING PRON: J542H908JZ PRON AMD: 01 ACRN: AF AMS CD: ZAM006 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONTRACTOR TRAINING IAW NOTE 2, PARAGRAPH 5, IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT CONSISTS OF THE FOLLOWING:</div> <div>SENIOR MECHANICS TRAINING AT CONTRACTORS FACILITY AND/OR CZECH REPUBLIC</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM PL REL CD QUANTITY DATE 001 1 UNDEFINITIZED</div> <div>\$ 16,100.00</div>	1	LO		\$ 16,100.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	<div>CONTRACTOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING PRON: J542H908JZ PRON AMD: 01 ACRN: AF AMS CD: ZAM006 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONTRACTOR TRAINING IAW NOTE 2, PARAGRAPH 5, IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT CONSISTS OF THE FOLLOWING:</div> <div>SPARE PARTS TRAINING IN ISRAEL OPERATORS TRAININGIN ISRAEL</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM PL REL CD QUANTITY DATE 001 1 UNDEFINITEZED</div> <div>\$ 11,200.00</div>	1	LO		\$ 11,200.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD	<div>CONTRACTOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING PRON: J542H908JZ PRON AMD: 01 ACRN: AF AMS CD: ZAM006 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONTRACTOR TRAINING IAW NOTE 2, PARAGRAPH 5, IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT CONSISTS OF THE FOLLOWING: FIRST MECHANICS TRAINING IN ISRAEL FIRST ELECTRICIANS TRAINING IN ISRAEL (End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM PL REL CD QUANTITY DATE 001 1 UNDEFINITEZED \$ 33,600.00</div>	1	LO		\$ 33,600.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AE	<div>CONTRACTOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING PRON: J542H908JZ PRON AMD: 01 ACRN: AF AMS CD: ZAM006 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONTRACTOR TRAINING IAW NOTE 2, PARAGRAPH 5, IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT CONSISTS OF THE FOLLOWING:</div> <div>CRANE MECHANIC TRAINING IN ISREAL</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM PL REL CD QUANTITY DATE 001 1 UNDEFINITIZED</div> <div>\$ 11,200.00</div>	1	LO		\$ 11,200.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AF	<div>CONTRACTOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING PRON: J542H908JZ PRON AMD: 01 ACRN: AF AMS CD: ZAM006 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONTRACTOR TRAINING IAW NOTE 2, PARAGRAPH 5, IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT CONSISTS OF THE FOLLOWING:</div> <div>GENERAL SUPPORT TRAINING IN ISRAEL</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED</div> <div>\$ 16,800.00</div>	1	LO		\$ 16,800.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AG	<div>CONTRACTOR TRAINING</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING PRON: J542H908JZ PRON AMD: 01 ACRN: AF AMS CD: ZAM006 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONTRACTOR TRAINING IAW NOTE 2, PARAGRAPH 5, IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT CONSISTS OF THE FOLLOWING:</div> <div>SECOND ELECTRICIAN TRAINING IN ISRAEL - 1 EA CLASS</div> <div>SECOND MECHANICS TRAINING IN ISRAEL - 3 EA CLASSES</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPLETION REL CD QUANTITY DATE 001 0 UNDEFINITEZED</div> <div>\$ 67,200.00</div>		LO		\$ 67,200.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	SECURITY CLASS: Unclassified				
0008AA	<div>TRAINING MATERIALS/DEVICES</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING MATERIALS PRON: J542H909J6PRON AMD: 01ACRN: AG AMS CD: ZAM007 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>TRAINING MATERIALS/DEVICES IAW NOTE NOTE 2 IN SECTION C AND ATTACHMENT 003 IN SECTION J</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT INCLUDES THE FOLLOWING ITEMS:</div> <div>THEORETICAL LESSONS TESTS PRESENTATIONS</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0011UNDEFINITIZED \$314,439.00</div>	1	LO		\$314,439.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	<div>TRAINING MATERIALS/DEVICES</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MTT TRAINING MATERIALS PRON: J542H909J6PRON AMD: 01ACRN: AG AMS CD: ZAM007 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>TRAINING MATERIALS/DEVICES IAW NOTE NOTE 2 IN SECTION C AND ATTACHMENT 003 IN SECTION J</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: DESTINATION</div> <div>LOT INCLUDES THE FOLLOWING ITEMS:</div> <div>PRACTICAL LESSONS TRAINEE GUIDE INSTRUCTORS GUIDE TESTS SELF-LEARNING LESSONS</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0011UNDEFINITIZED</div> <div>\$181,293.00</div>	1	LO		\$181,293.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	SECURITY CLASS: Unclassified				
0009AA	<div>CONCURRENT SPARE PARTS</div> <div>NOUN: MTT CSP PRON: J542H910J6PRON AMD: 02ACRN: AH AMS CD: ZAM008 FMS CASE IDENTIFIER: IS-B-ZAM</div> <div>CONCURRENT SPARE PART IAW NOTE 4 IN SECTION C</div> <div>DELIVERY SCHEDULE IN SECTION F</div> <div>FOB POINT: ORIGIN</div> <div>THE AMOUNT OF THIS CLIN REPRESENTS A CEILING PRICE TO BE DEFINITIZED INTO A FIRM FIXED PRICE THRU NEGOTIATIONS AFTER AWARD. SEE PROVISIONS H.3 AND H.4 IN SECTION H.</div> <div>THERE WILL BE TWO SEPARATE DELIVERY LOTS</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DLVR SCHPERF COMPL</div> <div>REL CDQUANTITYDATE</div> <div>0012AS REQUIRED</div> <div>\$5,279,695.00</div>	2	LO		\$5,279,695.00

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	SECURITY CLASS: Unclassified				
0010AA	<p><u>SPECIAL TOOLS & DIAGNOSTIC EQUIPMENT</u></p> <p>NOUN: MTT DIAGNOSTIC TOOLS PRON: J542H911J6 PRON AMD: 02 ACRN: AJ AMS CD: ZAM009 FMS CASE IDENTIFIER: IS-B-ZAM</p> <p>SPECIAL TOOLS & DIAGNOSTIC EQUIPMENT IAW NOTE 3 IN SECTION C.</p> <p>DELIVERY SCHEDULE IN SECTION F</p> <p>FOB POINT: ORIGIN</p> <p>THE AMOUNT OF THIS CLIN REPRESENTS A CEILING PRICE TO BE DEFINIITIZED INTO A FIRM FIXED PRICE THRU NEGOTIATIONS AFTER AWARD. SEE PROVISIONS H.3 AND H.4 IN SECTION H.</p> <p>THERE WILL BE TWO SEPARATE DELIVERY LOTS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM PL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 2 AS REQUIRED</p> <p>\$ 676,202.00</p>	2	LO		\$ 676,202.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 32 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Timetables for this Section C - Scope of Work are set forth on the Gantt Chart (Attachment 005 in Section J), which shall take precedent over any discrepancy between dates in the following scope of work and the Gantt chart.

NOTES:

NOTE 1 - Trucks quantities and Description CLINs 0001 - 0003

<u>Config.</u>	<u>Qty.</u>	<u>ATC Part Number</u>	<u>Short Description</u>
MTT	243	MTT T-815/6-6MWR27 (413)	2-door 6x6 cab/chassis
	Includes	883999760281	Cargo Body
MTTC	49	MTT T-815/6-6MWR27 (414)	2-door 6x6 cab/chassis
	Includes	883999760271	Cargo body
	Includes	883079292300	Crane installation kit
DTT	10	DTT T-815/6-6MWR37 (415)	4-door 6x6 cab/chassis
	Includes	883999760281	Cargo Body
	Includes	883900811722	Driver Training Package*

*This package to be added and tested in Israel by ATC's subcontractor, after the truck is delivered. Vehicles will be "conditionally accepted" in Ft Wayne, with the condition being installation and test of the Driver Training Package in Israel, and delivery to the IMOD. The IMOD will notify the PCO of acceptance. In turn the PCO will notify the contractor of final acceptance of the vehicle.

1.1 All vehicles shall be painted as follows:

1.1.1 Chassis Paint Code:

56121 RAL 7021 Gloss Gardner 60 Degrees = 3
CIE Lab
dE 0,09
dL 0,00
dA 0,09
dB-0,04

1.1.2 Vehicle Paint Code:

56115 IMOD Green Gloss Gardner 60 Degrees = 4
CIE Lab
dE 0,06
dL-0,02
dA 0,04
dB 0,04

1.2 These vehicles are further described in Section J, Attachment 003, American Truck Company Revised Technical Specifications.

1.3 Cranes are not included on the MTTC Variant, nor are they included in the MTTC price. The MTTC Variant does include the PTO, hydraulic connectors, mounting hardware, and all other items required to accommodate the crane and its proper operation.

NOTE 2 - Technical Literature and Training CLINs 0006 - 0008

1. General

1.1 All Technical Literature and training aids shall be written in or translated to Hebrew except for the spare parts catalog, which shall be in English.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 33 of 83
---------------------------	--	----------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

- 1.2 The contractor may provide translated standard literature and training material. In such case, the translated material shall meet the exact IDF configuration, including all photographs, charts and diagrams. No other configurations or options shall be included in the final Hebrew version of the literature.
- 1.3 All the translated literature shall have I.D.F/R & D and Project Management/Vehicle Branch ID number, symbols and covers.
- 1.4 The literature for crane operation shall be included in the MTTC operators manual. The maintenance and inspection instructions shall be in a separate book or folder.
- 1.5 All publications, service bulletins and diagrams Shall be of systems and components pertinent to the vehicle and the system procured and not of a general nature that would involve components, systems or parts irrelevant to the MTT/MTTC procured.
- 1.6 Each chapter on every manual or training book shall be printed on separate sheets, on both sides of the page, held in a plastic binder, in order to enable easy replacement of the pages. Each binder shall be a maximum of 3 inches thick.
- 1.7 All the technical literature and training aids shall also be submitted on a computer disk (CD) as specified in paragraph 3.14 of this note (Literature Summary) and paragraph 4.13 of this note (Training Aids).
- 1.8 All plates and offsets, including computer disks, used to prepare the above material in Hebrew, shall be provided along with instructions relating to computer programs for reproduction of extra copies. The I.D.F. will have rights for reproduction of all the materials including the spare parts catalogue.
- 1.9 A complete training program, including training aids for the IDF's maintenance school, is required as specified in article 4 of this note. The training program will utilize the contractors existing training aids. The contractor shall deliver all training kits, simulators and other aids as specified in note 5.
2. Publication Process (Technical Literature and Training Literature)
- 2.1 Original Material - The manufacturer shall present the original material to I.D.F/R & D and Project Management/Vehicle Branch prior to translation for review and approval. Quantities and timetable of publication of all literature is specified in paragraph 3.14 of this note and in note 5.
- 2.2 First Draft - The contractor shall translate the proofread literature to Hebrew. The first draft shall reflect the exact IDF configuration and include pictures, photographs, diagrams and charts that are necessary and relevant for description and characterization of the truck. The first draft shall be provided to the IDF for review as specified in note 5.
- 2.3 Second Draft - The contractor shall implement all IDF comments and required changes from the first draft and prepare the material for printing. The prepared material will be sent to I.D.F/R & D and Project Management / Vehicle Branch for final acceptance.
- 2.4 Published Material - The contractor shall print the number of copies required in this document and provide it to the IDF. The published material shall be submitted as specified in note 5.
3. Technical Publication Content
- 3.1 Drivers Manual
- 3.1.1 Reserved
- 3.1.2 The MTTCs operation handbook shall include crane operation instructions and safety regulations.
- 3.1.3 The handbook shall include at least the following chapters:
- 3.1.3.1 General (scope, purpose etc.) and a general description of vehicle systems.
- 3.1.3.2 Operation of vehicle systems.
- 3.1.3.3 Description and characteristics of the crane, the truck and the other systems (including figures, pictures and schematics).
- 3.1.3.4 Description of the vehicles on-board equipment and tools.
- 3.1.3.5 Operation instructions (including: figures, pictures, schemes, charts and allowable working load diagrams).
- 3.1.3.6 Maintenance instructions and routine (daily and weekly) for the operator of the truck (driver and cranes operator) and unit level (including figures, pictures, schematics and lubrication chart).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 34 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

- 3.1.3.7 Troubleshooting.
- 3.1.3.8 Reserved
- 3.1.3.9 Appendices (safety instructions, etc.).
- 3.2 Maintenance Handbook (Shop Manual)
- 3.2.3 The maintenance handbook shall be the handbook for the mechanics and electricians performing the routine maintenance and repairs.
- 3.2.4 The manual shall include the entire first and second echelon maintenance procedures.
- 3.2.5 The manual shall include at least the following chapters:
- 3.2.5.1 General (scope, purpose etc.).
- 3.2.5.2 Description and characteristics (including: figure, pictures, schemes and charts)of:
- 3.2.5.2.1 The crane, the winch and the vehicle.
- 3.2.5.2.2 The hydraulic systems and sub-systems.
- 3.2.5.2.3 The pneumatic system.
- 3.2.5.2.4 The control systems and the overload system.
- 3.2.5.2.5 The P.T.O, pump and drive shaft.
- 3.2.5.2.6 The electrical system.
- 3.2.5.2.7 Tools.
- 3.2.5.2.8 Maintenance instructions and routine for direct and general support level (including: figures, pictures and schemes).
- 3.2.5.2.9 Troubleshooting and diagnostics.
- 3.2.6 The manual shall be printed on separate sheets held in a plastic binder, in order to enable easy replacement of the pages. Each binder shall be a maximum of 3 inches thick.
- 3.3 Inspectors "Pocket-Book"
- 3.3.1 The pocket-book shall be printed on plastic laminated pages, in order to protect it from grease, oil and water damage.
- 3.3.2 The pocket-book shall include criteria for disqualification of the MTT components while at the workshop and technical data, such as:
- 3.3.2.1 General data and dimensions.
- 3.3.2.2 Disqualification criteria.
- 3.3.2.3 Tuning instructions.
- 3.3.2.4 Fastening torques tables.
- 3.3.2.5 Lubrication chart, type of lubricants and quantities (IDF lubricants or standard lubricants specification are needed).
- 3.3.2.6 Troubleshooting instructions of assemblies and sub-assemblies.
- 3.4 Crane Maintenance Manual
- The Crane maintenance and Inspection manual shall be a separate manual that will include all maintenance needed for a first echelon and general safety inspection.
- 3.5 DTT Trainee Book

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 35 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

The DTT Trainee Book content will be based on the operation manual with additional safety and proper driving instructions.

3.6 DTT instructor Book

3.6.1 The DTT instructor Book shall contain the following lessons for driving training:

3.6.1.1 Trucks recognition (including all functions and systems).

3.6.1.2 Truck and operation limitations.

3.6.1.3 Proper driving on road and off road.

3.6.1.4 Towing and tying instructions.

3.6.1.5 Safety instructions.

3.6.2 All the lessons shall be in presentation format (Power Point).

3.7 Spare Parts Catalog

3.7.1 The spare parts catalog shall be based upon the original manufacturers catalog and shall include only the IDF model of the MTT including MTTC and DTT.

3.7.2 The spare parts catalog shall consist of the following parts:

3.7.2.1 Printed catalog (Original three (3) copies).

3.7.2.2 Computerized catalog in Excel Version on 3.5 floppy disk.

3.7.2.3 Original manufacturers catalog for main assemblies.

3.7.2.4 Parts price list (Ex Factory).

3.7.2.5 Parts price list at the service provider warehouse.

3.7.3 The spare parts catalog shall be divided according to the truck assemblies and shall have the following information:

3.7.3.1 The assembly/sub-assembly drawing, part number and quantity.

3.7.3.2 Drawing list.

3.7.3.3 Parts Index indicating the drawing number each part is mentioned in ascending order of manufacturers P/N.

3.7.4 The spare parts catalog shall be electronic and translated to Hebrew in the Supply Center Spare Parts (SCSP) format.

3.8 Video Films

3.8.1 Three (3) types of video films shall be provided prior to the first training.

3.8.1.1 Driving Training Video

3.8.1.1.1 The film shall be used for drivers training and shall show the trucks' main components and functions, the proper operation, operation limitations, drivers maintenance operations, towing and tying instructions, safety instructions.

3.8.1.1.2 The video shall be at least 30 minutes long.

3.8.1.2 Maintenance Video

The video shall be used for mechanics, electricians and inspectors training and shall include tangible explanations of all systems and main subsystems of the MTT,

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

maintenance procedures and troubleshooting. The film shall be at least 30 minutes long.

3.8.1.3 Crane Operation Video

The film shall be used for crane operation and inspection training. The film shall include operators troubleshooting repair, and routine maintenance.

3.8.2 The video films shall be Hebrew speaking and shall show the MTT/MTTC.

3.9 Additional Publications

The manufacturer shall regularly supply the following additional publications (in English):

3.9.1 Service Bulletins and Publications, regularly submitted to the contractor's local service providers, workshops and dealers.

3.9.2 Exchanged spare parts regarding the IDF Model.

3.9.3 Contractor's flat rate timetables.

3.9.4 Any other internal publication regarding the IDF model.

3.10 Drawings - Sets of top level drawings for the main systems are required.

3.11 Any other technical literature that was not specified, and considered relevant by the manufacturer, including TMs and ETMs, shall be offered.

3.12 Flat Rate Time Table

3.12.1 The manufacturer shall publish and translate to Hebrew the flat rate timetable for all maintenance procedures for the truck.

3.12.2 The timetable shall be identical to the commercial timetable used for reassembled trucks.

3.13 Laminated "Bristol" Placards

3.13.1 Hebrew written laminated Bristol placards shall be supplied prior to the training.

3.13.2 All placards size shall be 800 x 1000 mm. The placards shall be fully colored and framed.

3.13.3 The placards shall be as follows:

<u>Subject</u>	<u>Copies</u>	<u>Remarks</u>
Lubrication charts in IDF outlay	30	Hebrew written
Electrical system, including: Wiring colors, Numbering of wiring, Relays, Fuses, and Lamps	15	Hebrew written
Location of major mechanical and electrical components	15	Hebrew written
Fuses outlay, Fuse numbers, Fuse power System protected by the relevant fuse	15	Hebrew written
Brake system,Valves, Brake pump, and Pressures	15	Hebrew written
Cab body description	15	Hebrew written

3.14 Literature Summary (literature for maintenance and contractor training)- Does not include literature for training kits for

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 37 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

the IDF Maintenance School (Article 4) which is summarized in Attachment 004 in Section J.

No	Item	Copies	Media
1	Drivers Manual	350	Hard copy
		4	CD
2	Maintenance Handbook (Shop Manual)	200	Hard copy
		12	CD
3	Inspectors Pocket-Book	300	Hard copy
		10	CD
4	Driving Training Trainee Book	100	Hard copy
		10	CD
5	Driving Training Instructor Book	10	Hard copy
		3	CD
6	Crane Maintenance Manual	100	Hard copy
		10	CD
7	Spare Parts Catalog	3 English	Hard copy
		2 English	CD
8	Flat rate Timetable	10	Hard copy
		3	CD
9	Trainee Book (contractor training)	One for each student	Hard d copy
		In each type of training See 5.10	
10	Video Films	<u>On video cassette</u>	<u>CD format</u>
	Driving Training	5	5
	Maintenance	5	5
	Crane Operation	5	5
11	Drawings	3 hard copies of main assemblies and systems	
12	Laminated "Bristol" Placards	105	

4. Complete Training Program for the IDF's Maintenance School

4.1 This article defines the development of a training program for the IDF maintenance school. (It is different from article 5, which is contractor conducted training).

4.2 The complete training program will be in Hebrew.

4.3 The content of training literature and aids is described in paragraph 4.13 in this note.

4.4 The maintenance professionals for the truck are defined as:

4.4.1 Mechanic.

4.4.2 Electrician 06 - first level.

4.4.3 Electrician 09 - second level.

4.4.4 Crane operator.

4.4.5 Crane mechanic.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 38 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

4.5 Samples of existing training aids will be submitted to the manufacturers on CD in the supplier customer meeting.

4.6 Trainee Book

4.6.1 A special trainee book shall be prepared for each kind of training course. The Trainee Book shall include:

4.6.2 Descriptions and drawings of all major systems and components, operation principles, disqualification criteria, and safety instructions.

4.6.3 Each major system/component should be presented in a separate chapter.

4.6.4 Each chapter shall include a list of questions referring to the subjects on that chapter. An answer shall be written near each question in bold letters.

4.6.5 The Trainee Book shall include relevant information from the Maintenance Handbook, and references to relevant paragraphs in it.

4.6.6 The book shall be arranged according to the suggested training order.

4.6.7 The book shall include also a paper copy of the training transparencies and Flash presentation used by the instructors.

4.6.8 A separate trainee book is required with a completed set of Electrical/Hydraulic/Air schematics to include legend descriptions and locator criteria. Air Conditioning system to be included if vehicle is equipped. Schematic set to be color coded with a minimum of four colors used. Schematic set sheets to be no smaller than 14" x 17" heavy durable paper with protective covering against oil/grease.

4.7 Instructors Book

4.7.1 The purpose of this book is to introduce the instructor to the recommended syllabus and content of the training course and the best way of teaching it.

4.7.2 The book shall include all the lessons that will be developed (including the presentations).

4.7.3 The book shall be divided into frontal teaching section and practice training section.

4.7.4 The syllabus shall be divided into different chapters for each system or component.

4.7.5 Every system or component shall be arranged in different binders.

4.7.6 Each binder shall include the following information, bound separately:

4.7.6.1 The relevant chapter from the maintenance manual.

4.7.6.2 Theoretical background for each subject.

4.7.6.3 Practical explanation for workshop work for each subject.

4.7.6.4 Suggested workshop exercise for each subject.

4.8 Lessons Development

4.8.1 The lessons to be developed shall include theoretical lessons and practical lessons.

4.8.2 The theoretical lessons constitute the methodical instructions for the instructor of how to teach each subject.

4.8.3 The quantity and content of lessons needed is described in article 4.13 in this note.

4.9 Development of Presentations and Videos

4.9.1 Each lesson on every training course shall be based on a presentation that would outline the purpose and content of the lesson and illustrate all the systems, sub-systems and main parts of the truck. The presentation shall be developed on Flash software and include schemes, automatic animations and videos for describing every dynamic process and motored action. Video shall be in AVI format,

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 39 of 83
---------------------------	--	----------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

using R32 intel indeo compression technique, size 320*288 , rate of frames- no more than 24 per second (MPG format).

4.9.2 The quantity of computerized presentations is described in article 4.13 in this note.

4.10 Simulators and Training Aids

4.10.1 In order to train the maintenance and troubleshooting skills in each system, troubleshooting trainer simulators of the systems below are needed:

4.10.1.1 Computer based troubleshooting simulator for Engine and transmission

4.10.1.2 Computer based troubleshooting simulator for Braking and ABS.

4.10.1.3 Computer based troubleshooting simulator for the Central Tire Inflation System (CTIS).

4.10.1.4 Computer based troubleshooting simulator for the Hydraulic Steering System.

4.10.2 The troubleshooting simulators shall permit the presentation of the systems components and operation principles, presenting operation in failure condition in the systems and simulating failures induced by the instructor.

4.10.3 The Training simulators shall be fully computerized.

4.10.4 Additional training aids - The following additional training aids shall be provided:

4.10.4.1 One Simulating board of computerized diesel fuel system.

4.10.4.2 One Cross-section of the engine.

4.10.4.3 One Cross-section of the crane selector and main cylinder.

4.11 Development of Tests

4.11.1 The tests shall consist of all the relevant questions of each subject of the training.

4.11.2 The quantity of tests is described in article 4.13 in this note.

4.11.3 The tests shall be on the Bareket software that is the basic software for the tests and self-learning lessons in the IDFs maintenance school.

4.11.4 The copyright of the Bareket software in Israel is Britanika Tel: 972-3-6460090 (Amos Avivi).

4.11.5 The first stage of test development shall be hardcopies and the second stage shall be submission of computerized tests.

4.12 Development of Self - Learning Lessons

4.12.1 The development of Self Learning Lessons will take place in the second stage.

4.12.2 The quantity of the self learning lessons is described in article 4.13 in this note.

4.12.3 The self-learning lessons shall be on the Bareket software that is the basic software for the tests and self-learning lessons in the IDFs maintenance school.

4.12.4 The first stage of test development shall be hardcopies and the second stage shall be submission of computerized tests.

4.13 Content of Literature and Training Aids Development for the IDFs maintenance school -Summary

This chart is set forth as Attachment 003 in Section J

5. Contractor Conducted Training

5.1 General

5.1.1 In order to enable proper use and maintenance of the MTT, some training is required. All training courses except for the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 40 of 83
---------------------------	--	----------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

Engineers training shall be conducted at IDF facilities. They shall be in Hebrew and conducted by the contractor representatives and the contractor's translator. The IDF reserves the right to change the training program and schedule. If a change is needed, the contractor will be notified by the Contracting Officer and a mutually agreeable contract modification will be executed with an equitable contract adjustment, as necessary. Seven (7) kinds of training are required:

5.1.1.1 Engineers training.

5.1.1.2 Operators training.

5.1.1.3 Mechanics Training

5.1.1.4 Electricians Training - 06 and 09 levels.

5.1.1.5 Crane Mechanics training.

5.1.1.6 Spare Parts Personnel training.

5.1.1.7 Training GS (General Support) of systems rehabilitation techniques.

5.1.1.8 Senior Mechanics Training

5.1.2 The courses shall be given to skilled IDF personnel using the IDF model trucks.

5.1.3 The contractor shall submit the training program at least three (3) months prior to the first course.

5.1.4 The training program shall include:

5.1.4.1 Training syllabus.

5.1.4.2 Training aids to be used during training, such as technical literature, transparencies, video films, PowerPoint presentations and others that are needed for the course.

5.1.5 The training program should be approved by I.D.F / R & D and Project Management / Vehicle Branch, at least two (2) months prior to the training.

5.1.6 All instructors shall be qualified and approved by the manufacturer and by IDF.

5.2 Training Program

5.2.1 Among others, the following topics shall be included on the training program on each technical and maintenance course:

5.2.1.1 Troubleshooting and repair methodologies - Shall be integrated into every system review and be used as preparation for a later practical maintenance lesson at the workshop.

5.2.1.2 Practical maintenance lesson- Shall be conducted at a workshop. The lesson shall include practice of assembly and disassembly and troubleshooting of every system and sub-system, which was discussed previously on the theoretical lessons. Specific stages of practical lessons are as follows:

5.2.1.2.1 Explanation to the trainees of the preparations that were made for the practice, including the deliberate causing of malfunctions, to be subjected to troubleshooting later on.

5.2.1.2.2 Explanation of the safety measures that have to be taken when practicing all maintenance procedures.

5.2.1.2.3 Simulated malfunctions that require dealing with all MTT systems. Practice shall include: Troubleshooting through a logical procedure and repairing. The trainees shall use plastic laminated cards that will contain all the data that will be needed.

5.2.2 Any lesson that is dealing for the first time with a new system shall include the following stages:

5.2.2.1 Presenting the goals of the lesson.

5.2.2.2 Explaining the functionality of the system that is discussed.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 41 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

- 5.2.2.3 Describing the structure of the lesson by a diagram or flow chart.
- 5.2.2.4 Identification by the trainees of all systems and parts discussed.
- 5.2.3 Each lesson (or serious of lessons) shall be composed of the following chapters:
 - 5.2.3.1 Topics encompassed in the lesson.
 - 5.2.3.2 The way the content is organized.
 - 5.2.3.3 Forward to each technical section.
 - 5.2.3.4 Body of lesson.
 - 5.2.3.5 Forward to practical lesson on the workshop.
 - 5.2.3.6 Exercise section.
 - 5.2.3.7 Summary of lesson.
 - 5.2.3.8 Appendices.
- 5.2.4 Each course shall be summarized by an exam that shall contain 300-400 questions, except for the Crane Mechanics training, operators and spare parts personnel- up to 80 questions. Each exam shall have 2 versions of questions dealing with the same subjects. (Same information for tests as paragraph 4.11)
- 5.3 Operators training
 - 5.3.1 The training shall include theoretical classes and practical exercise.
 - 5.3.2 The training shall include 1) vehicle principles of operation, under usual and unusual conditions, on-road and off- road, and 2) operator level maintenance: introduction to all major systems, introduction to the drivers cab and drivers maintenance procedures.
 - 5.3.3 The training shall also include all crane operation techniques and crane operator level maintenance.
 - 5.3.4 This training shall last five (5) days. The theoretical lessons shall be designated for 15 drivers per class. The practical exercise shall be designated for 4 drivers per instructor.
 - 5.3.5 Special attention shall be given to transmission operation, retarding system, tachometer operation, ABS system, daily and routine drivers maintenance and wheel change.
 - 5.3.6 Reserved
 - 5.3.7 The training shall be conducted in the Hebrew language.
- 5.4 Engineers training
 - 5.4.1 The first training shall be designated for 8 IDF senior technical staff and engineers.
 - 5.4.2 The training shall last 3 weeks at the contractors facilities in the USA or ATCs subcontractor facilities in the Czech Republic and Israel, and shall include vehicle and crane principles of operation, maintenance and troubleshooting at all levels and teaching of the technical principles of system design. IMOD shall notify the PCO of training completion, with a copy to ATC. In turn, ATC shall submit the DD250 to the PCO for acceptance.
 - 5.4.3 The training shall be conducted in the English language.
 - 5.4.4 The cost of student travel, logging, meals and incidentals is the responsibility of the GOI. The Contractor shall provide administrative assistance/support as needed by the students for arrivals and departures, as well as obtaining nearby lodging, rental cars, meals and other incidentals.
- 5.5 Mechanics Training (4 Classes)
 - 5.5.1 This training is designated for ordnance school instructors and chief mechanics. It Shall include 15 participants and shall be conducted at IDF facilities in Israel.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 42 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

5.5.2 The training shall last 3 weeks and include principles of vehicle operation and maintenance and troubleshooting at all maintenance levels.

5.5.3 The training shall be conducted in the Hebrew language.

5.6 Electricians Training (2 Classes)

5.6.1 This training is designated for ordnance school instructors and chief electricians. It shall include 15 participants and shall be conducted at IDF facilities in Israel.

5.6.2 The training shall last 2 weeks and include principles of vehicle operation and maintenance and troubleshooting at all maintenance level.

5.6.3 The training shall be conducted in the Hebrew language.

5.7 Crane Mechanics training

5.7.1 This training is designated for ordnance school instructors and chief mechanics. It shall include 15 participants, and shall be conducted at IDF facilities in Israel.

5.7.2 The training shall last 2 weeks and include Material Handling Crane principles of operation and maintenance and troubleshooting at all maintenance levels.

5.7.3 The training shall be conducted in the Hebrew language.

5.8 Spare Parts Personnel training

5.8.1 Special spare parts personnel training shall be performed for one (1) week at the IDF facilities in Israel for 3 people.

5.8.2 The training shall instruct in the use of the spare parts catalog, the parts code identification, the vehicles identification in the company, computer aided order and supply system, manufacturers supply net system and procedure and packing/preservation instructions.

5.8.3 Spare parts personnel shall be trained according to the acquisition system used by contractor and his representative in Israel.

5.9 Senior mechanics training

5.9.1 This training is designated for 15 senior mechanics and inspectors.

5.9.2 The training shall last 2 weeks at the contractor's facilities at the Terex/ATC plant or ATC's subcontractor facilities in the Czech Republic and shall include principles of vehicle and crane operation, maintenance, repairs; troubleshooting at all levels; and teaching of all technical principles of system design. IMOD shall notify the PCO of training completion, with a copy to ATC. In turn, ATC shall submit the DD250 to the PCO for acceptance.

5.9.3 The training shall include practical lessons.

5.9.4 The training shall be conducted in the Hebrew language.

5.9.5 There shall be one truck for the training purposes.

5.10 GS Training

5.10.1 GS Level training shall include the following:

5.10.1.1 Instruction of assembly and disassembly of main systems - axles, engine, transmission, torque converter, backbone tube, cab, etc.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 43 of 83
	PIIN/SIIN DAAE07-03-C-S114MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

5.10.1.2 Systems rehabilitation

5.11 Training Summary

NO	TRAINING TYPE	NO. OF COURSES	NO. OF STUDENTS		REMARKS
			EACH COURSE	COURSE DURATION	
1	Operators' training	1	15	5 days	
2	Engineers training	1	8	3 weeks	
3	Senior mechanics training	1	15	2 weeks	
4	Training GS (General Support) of systems rehabilitation techniques	1	6	3 weeks	
5	Mechanics	4	15	3 weeks	
6	Electricians	2	15	2 weeks	
7	Crane Mechanics training	1	15	2 weeks	
8	Spare Parts	1	3	1 weeks	

NOTE 3 - Special Tools and Diagnostics - CLIN 0010AA

1. General

1.1 The contractor shall provide all special tools and diagnostic equipment for the truck and the crane required for Operational Level (driver and crane operator) personnel on unit and direct support personnel on workshop-general support.

1.2 The contractor shall also provide the type and quantity of special tools and diagnostic equipment required for each maintenance level.

1.3 The crane shall be supplied with all of its standard accessories and fittings (e.g. chains, straps, slings, towing equipment etc.) that are needed for all-purpose operations.

1.4 The ceiling price for all special tools and diagnostic equipment shall be definitized into a firm fixed price through negotiations after agreement on the final listing of Special Tools and Diagnostic Equipment. This process shall be completed no later than 5 months after contract award. Negotiations apply only to quantity and mix of items under CLIN 0010AA, as all items are priced in Attachment 009.

1.5 The contractor shall provide a recommended special tools and doagnostic tools list at the Critical Design Review (CDR). The list shall include the following tools lists (including prices from Attachment 009):

1.5.1 Drivers Tools, cranes operator tools.

1.5.2 Unit, direct and general support tools.

1.5.3 Diagnostic Equipment.

1.6 The quantity of special tools and diagnostic equipment will also be identified during the definitization process set forth in paragraph 1.4 above.

1.7 The supply of the special tools and diagnostic equipment will be divided into two stages:

2. Operator tools (BII - Basic Issue Items)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 44 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

- 2.1 Operator tools are all the tools needed for regular operation and maintenance of the truck and the crane, including all driver level repairs, such as wheel replacement tools, Highway warning kit, battery connection kit etc.
- 2.2 The tools shall fit within the locked tool compartment on the truck.
- 2.3 Drivers tool packages (BII) shall be supplied in a separate lot(s), rather than with each truck.
- 3. Special Tools
- 3.1 The special tools are all the non-standard tools needed for workshop maintenance and repairs at all levels, as specified in the maintenance manual.
- 4. Diagnostic Equipment
- 4.1 All diagnostic equipment (hardware and software) shall be in the Hebrew language. All diagnostic signs and signals shall be in the Hebrew language also.
- 4.2 The diagnostic equipment is the equipment needed for maintenance, troubleshooting and repair of the trucks and the crane, according to the maintenance manual.
- 4.3 There shall be 2 diagnostic levels: Operators level and general and direct support level.
- 4.3.1 Operators level diagnostics shall include sufficient and clear signals, vocal and/or visual that will inform the driver about any failure in any system on the truck. Metallic plates that will relate the signal to a particular failure shall be attached near each diagnostic device.
- 4.3.2 General and direct support level diagnostics shall be software installed into a computer laptop that shall execute checking tests to all trucks systems. The software shall guide the maintenance personnel towards finding all systems failures and shall instruct the student on how to repair all failures according the original TM. It shall use text, illustrations (including pictures of components) and graphics.
- 4.4 The contractor shall be responsible for updating all software on any system and diagnostic tool that is supplied to the IDF for 3 years from the date of supply and shall make sure there is always a functional match between all systems and all diagnostic tools.

NOTE 4 - Spare Parts - CLIN 0009AA

- 1. General
- 1.1 This Note defines the projects spare parts requirements.
- 1.2 Where SCSP is used in this note, it refers to IDF's Supply Center for Spare Parts.
- 1.3 The manufacturer is responsible for the information and supply of the crane parts.
- 2. Initial Procurement
- 2.1 The ceiling price for all concurrent spare parts shall be definitized into a firm fixed price through negotiations after agreement on the final listing of concurrent spare parts. This process shall be completed no later than 5 months after contract award. Negotiations apply only to quantity and mix of items under CLIN 0009AA, as all items are priced in Attachment 008.
- 2.2 The contractor shall submit a list of recommended initial stock of spare parts in accordance with DD-1423, Data Item A009, in Section J. The listing shall shall be priced from Attachment 008.
- 2.3 The contractor agrees to be a supplier of these parts, at the prices set forth in attachment 008, for a period of 5 years, for any additional purchases required by the IDF.
- 2.4 The initial Concurrent Spare Parts list shall include 3 kinds of spare parts for the MTT and MTTC (including parts for the crane):
- 2.4.1 List A - Fast Moving Items - Parts for routine maintenance such as filters, gaskets etc. The quantities shall be sufficient for 2 years maintenance.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-S114 MOD/AMD</p>	<p style="text-align: center;">Page 45 of 83</p>
--	--	---

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

2.4.2 List B - Regular Maintenance Parts - Parts for regular maintenance and repairs at all levels. The quantities shall be sufficient for one year of typical mission profile.

2.4.3 List C - Strategic Parts - Main assemblies, such as engines, transmissions, complete axles etc., needed for war time maintenance. The quantities shall be sufficient for one year of typical mission profile. These parts are required to be preserved in a way that shall guarantee functionality after at least 5 years in storage according to MIL-STD-2073-1C.

2.5 Main stages for spare parts procurement

2.5.1 The Contractor shall submit the recommended priced Concurrent Spare Parts List for procurement relating to the first 200 trucks, based upon the aforementioned three parts lists of the relevant maintenance levels. The recommended list shall be submitted to the IDF at the Critical Design Review.

2.5.2 The Contractors list shall be checked and confirmed by the SCSP.

2.5.3 The spare parts listed in A, B and C lists, shall be supplied with the delivery of the first trucks to IDF.

2.5.4 Reserved

2.5.5 The spare parts lists for the rest of trucks will be submitted by the IDF to the contractor 12 months after contract award, and will be based on its experience during the first year truck service in the IDF. The supply of these spare parts will be completed according to the timetable in note 5.

2.6 The recommendation for initial procurement of the B list will be based upon consumption data and the Mean Time Between Failure of the trucks.

2.7 The recommendation shall include indications of the possibility for rebuilt parts procurement or limited shelf time parts.

3. On - going supply of spare parts

3.1 The Contractor shall undertake to supply to the Spare Parts Center, once every six (6) months, any changes/alterations in spare parts data concerning the catalog and including price changes.

3.2 Based on this data and upon consumption data, IMOD may order spare parts from the contractor. The contractor shall undertake to supply spare parts, upon IDF demand, for up to 20 years from the date of receipt of the last MTT by the IDF.

3.3 Spare parts quality shall be of the same degree as those used in truck assembly.

4. Inspection of spare parts

4.1 All spare parts shall be inspected by the QAR to verify it was manufactured by the Original Equipment Manufacturer (e.g. Cummins Engine, not a substitute) and appropriately packaged.

5. Barcode marking

Bar code marking shall be according to MIL-STD-1189/A.

6. Spare parts catalog

The contractor shall supply an English spare parts catalog, as specified in note 2 - Technical Literature, Paragraph 3.7. The catalog shall be periodically updated.

7. Manufacturing Dates

7.1 All rubber made, limited lifetime and safety parts shall be marked with manufacturing date, manufacturing date code or contractors declaration on the manufacturing date.

7.2 The date marks shall be on the part or on the part package.

7.3 For limited lifetime parts, the contractor shall clearly mark the expiration date of the part or material. Those parts shall be supplied to IDF not later than one (1) year from production.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 46 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

8. The Contractor shall provide IDF with one years advance notice, in writing, of its intention to discontinue the production of parts for the trucks; and it shall assist the IDF, if so requested, to acquire such parts prior to the discontinuation of production or to find a solution that is not technically inferior to the parts whose production was discontinued.

9. Packaging and Preservation

9.1 Packaging and preservation of all spare parts shall be in accordance with MIL STD 2073-1C.

10. Warehouse for Wartime

10.1 The contractor will establish a warehouse for wartime safety stocks of parts at its warehouse in Israel. The type and amount of parts shall be for 30 days of war according to the mission profile.

10.1.1 The contractor will present the spare parts stock list to the IMOD and IDF at the CDR and is obligated to get an approval for the content. There is no charge for spare parts warehouse for war time.

10.1.2 The spare parts (s/p) stock for wartime shall consist of parts for all levels of maintenance: Fast Moving Items (FMI). Regular Maintenance Parts (RMP). Strategic Parts (SP).

10.1.3 The manufacturer will refresh and conserve the s/p in the warehouse every 3 years.

10.1.4 The contractor will not use the s/p stock for wartime for routine maintenance.

10.1.5 The contractor shall be fully responsible for determine the s/p stock levels according to the mission profile and availability levels. In any case, the s/p stock for wartime levels shall be approved by the IDF/IMOD.

10.1.6 The s/p stock levels for wartime will be inspected periodically by the IDF and contractor representatives and if necessary the levels will be changed.

10.1.7 The IDF will inspect the s/p stock levels for wartime without early coordination with the contractor.

10.1.8 The s/p warehouse will be available for 10 years from the supply of the last truck in Israel.

10.1.9 The contractor will establish the spare parts warehouse in one year from the supply of the first truck and stock it proportionally to the supply of the trucks.

10.1.10 The requirement for the maintenance of the spare parts warehouse will be reviewed by the IDF and ATC no later than five years after establishment and prior to parts refreshment to evaluate the need for ATC to continue the provision of wartime parts supply in Israel. In any case, the decision to maintain the spare parts warehouse remains solely with the IDF.

10.1.11 Wartime parts supply will be not less than 3 months of normal peacetime consumption. The wartime supply list will be finalized by the PDR and reviewed after one year of experience of actual parts consumption rates.

NOTE 5 - Project Timetable

1. The project shall consist of the milestones listed on the timetable (Gantt chart) set forth as Attachment 005 in Section J. The chart covers all requirements of this contract, as well as some events that are not included in this contract. Following are explanations of some significant contract milestones:

1.1 Contract Award

The formal date of the contract is the award day. AEDC represents After Effective Day of Contract (AEDC).

1.1.1 Post Award Conference (PAC)

A post-award conference shall be held at the contractor's Ft. Wayne, Indiana facility no later than 30 days AEDC. The primary purpose of the conference is to review contract requirements and answer questions pertaining thereto.

1.1.1.1 The conference shall be arranged and chaired by the ACO. The Contractor shall coordinate meeting arrangements with the ACO. All contractor and GOI questions and/or topics to be discussed shall be provided to the ACO, with a copy to to the PCO, at least 5 days prior to the conference, so the ACO can prepare and distribute an agenda before the meeting.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 47 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

1.1.1.2 The Contractor shall prepare and distribute meeting minutes, within 5 days after the meeting. Distribution to PCO, ACO, GOI, and PM-HTV.

1.2 Preliminary Design Review (PDR)

The Preliminary design review shall take place at the IDF's facilities. The PDR shall include detailed explanations regarding the contractors modeling process and preliminary design review of the MTT, MTTC and DTT.

1.3 MTT and MTTC prototypes production

The contractor shall produce and deliver 5 prototypes (4 MTT and 1 MTTC) two months AEDC. These 5 vehicles will be "conditionally accepted" as the contractor is obligated to retrofit these trucks to the complete and approved configuration in its workshops in Israel. The contractor shall produce 5 additional prototypes (2 DTTs, 1 MTT and 2 MTTCs) three months AEDC for the CDR and approval of the final configuration of the truck.

1.4 Critical Design Review (CDR) - Prototype approvals

Prototypes approval meeting shall take place during the CDR at the contractor's production facilities in Ft Wayne, Indiana. The meeting shall review modification issues and final submission of the 5 prototypes (2 DTTs, 1 MTT and 2 MTTCs) for IDF review. After a thorough examination of the 5 prototypes by the IDF, including first article test performance, and conformance with all requirements set forth herein, the IDF will inform the contracting Officer of its findings. The Contracting Officer shall provide final notice of approval/disapproval for each of the prototype configurations, permitting serial production.

1.4.1 In Addition the CDR shall include:

- 1.4.1.1 Review and Approval of the first draft of literature and training aids.
- 1.4.1.2 Review and Approval of diagnostics, special tools and on-board tools list.
- 1.4.1.3 Review and Approval of spare parts lists.

C.1. Material Review Board (MRB). The contractor shall establish an MRB that includes the Government Quality Assurance Representative. The board shall be responsible for decisions regarding disposition of minor nonconforming material (product, processes, etc.). Authority to approve all MRB decisions involving repair, use-as-is material, and other than non-standard repair procedures will be vested in the Government representative. Both standard and non-standard repair procedures shall include instructions for reprocessing material after repair and shall specify all contractor inspections required. The Governments review of, or concurrence with, a repair technique shall not bar the Governments right to reject the material if the Government determines that the repair does not adequately correct the nonconformity.

A minor nonconformance is defined as a nonconformance which does not adversely affect any of the following:

- a. Health or safety
- b. Performance or function
- c. Interchangeability, reliability, or maintainability
- d. Effective use or operation
- e. Weight or appearance (when a factor)

C.2 Inspection Equipment. The contractor shall be responsible to supply and maintain all inspection and test equipment necessary to assure the vehicle system and components conform to contract requirements. All inspection equipment shall be available for use at the start of production. The contractor shall make available to the government applicable and necessary inspection equipment for use during vehicle system inspection. The government will return all inspection equipment upon completion of inspection. The contractor shall apply best commercial practice to maintain the inspection and test equipment used in the inspection of the vehicle systems.

C.3 Inspection Records. The contractor shall maintain and make available to the Government upon request, all records of examinations and tests performed on material used to produce each vehicle system. This documentation shall describe deficiencies found during inspection and all corrective action undertaken to correct these deficiencies. These records shall be maintained for a period of four years following completion of the contract.

C.4 Test Vehicle Restoration. Upon completion of FAT, and prior to offering them to the Government for final acceptance, the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-S114 MOD/AMD</p>	<p style="text-align: center;">Page 48 of 83</p>
--	--	---

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

contractor shall restore FAT vehicles to a like new condition at no additional cost to the Government. The contractor shall be responsible for any and all transportation costs associated with these test vehicles.

C.5 Contractor Test Support. The contractor shall provide on-site technical support for the First Article Test to the Government and the IMOD under this contract. Contractor test support shall be comprised of logistics and maintenance support, and shall also include test support equipment (i.e., repair/replacement parts, technical manuals, etc.) and personnel to perform all categories of maintenance required to maintain the trucks in a fully operational condition throughout the test. The contractor shall be responsible for remedying all test support shortages (i.e., technical and maintenance support, personnel, repair parts and equipment) within one business day of shortage notification.

C.6 Certification Requirements

C.6.1 All certifications offered by the contractor shall include appropriate supporting documentation such as, but not limited to: test data, materiel analysis, drawings, purchase orders, specifications, process documentation etc. Certifications shall be complete and available to the Government for review at the Contractors facility at any time during contract performance. They are not a contract deliverable item, but they shall be maintained as an Inspection Record for a period of four years following completion of the contract. If any certification is unacceptable to the Government, the contractor shall conduct additional examinations and tests and/or make available additional documentation as required to verify conformance at no additional cost.

- a. The contractor shall make available a new or updated certification whenever a change is made in the:
 - (1) process used to produce a certified product.
 - (2) legal requirement for a standard of a certified product.
 - (3) supplier of a certified product.
 - (4) event of a new contract/rebuy.
- b. Subcontracting does not relieve the contractor from making available all the necessary supporting documentation for all certifications provided to the Government.

C.6.2 Process Certification. Process certifications shall include a written description of the process, the written instructions to those that conduct and assure the process with the title(s) of the individual(s) responsible for assuring the control of that process where it is manufactured into the product.

C.6.3 Material Certification. Material certifications shall include a copy of the material analysis. If the material is made by a subcontractor, a copy of the purchase order is also required.

C.6.4 Test Certification. Test certifications shall include as a minimum the following information: drawing number; test/product specification title, number and edition; the grade or type for which the product was tested; the number of specimens/samples tested; the requirements; the actual results obtained; and copies of purchase orders for subcontracted products. Subcontracting does not relieve the contractor of providing the above information as part of the certification.

C.6.5 Compliance Certification. Compliance certifications shall include, as a minimum, a written description of when and how compliance was achieved.

C.7 Welding Requirements,

- C.7.1 Welding Procedures. Welding procedures shall comply with American Welding Society (AWS) D1.1, D1.2, D1.3 and D14.3.
- C.7.2 Welder Qualification. The contractor may use his current method in effect at the time of contract award for welder qualification. The contractor shall be responsible for determining that automatic welding equipment and operators are capable of consistently producing quality welds in accordance with the prepared welding procedures. If requested, the contractor shall make available all welder certification documentation.

C.8 Vehicle Configuration Changes.

- a. Following First Article Approval, the configuration of the vehicles shall remain the same, except for any contractor requested and Government approved engineering changes. The contractor shall request changes in his own format, furnishing to the Government supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturer's data sheets. Changes to the established baseline shall only be allowed with Contracting Officer approval. All requested changes shall be made at no additional cost. If a change results in decreased cost, the Contracting Officer may require a downward equitable adjustment. If the Government desires a configuration change, the Contracting Officer will direct the contractor to submit an engineering change proposal and priced proposal which the contractor shall furnish at no cost.
- b. Government Review and Approval

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 49 of 83
	PIIN/SIIN DAAE07-03-C-S114	MOD/AMD	

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

Government approval does not constitute final acceptance of the change. Should the change have a negative impact on vehicle operability, servcability or performance, the Government may require the contractor to perform additional tests to verify acceptability of any contractor proposed changes the Government has approved. The Government will determine the extent of testing up to and including a complete First Article Test (FAT). The contractor will perform the tests at no additional cost to the Government. The Government will disapprove changes which evaluations show would have an unacceptable adverse effect on performance, reliability, maintainability or repair. The Contracting Officer will notify the contractor of the Governments approval of the changes and issue a modification to the contract to incorporate them.

c. Responsibility for Failure Due to Changes

Government approval of engineering changes does not relieve the contractor from responsibility to furnish all items in conformance with the contract performance requirements. The contractor shall bear full responsibility for correction when any change diminishes functionality of the vehicle in comparison to the approved First Article configuration.

d. Responsibility for Cost of Changes

- (1) The Government will not be responsible for additional costs to the vehicles, testing or software associated with any changes the contractor submits and the Government approves.
- (2) When a change results in reduced costs to the contractor, the Government may obtain an equitable reduction in contract price. The contractor must certify cost impacts and the Government may conduct post-change approval audits.
- (3) The Government will reduce the contract amount for costs incurred due to the contractors failure to inform the Government of the changes in a timely manner. These costs include, but are not limited to, replacement costs of obsolete parts and costs for technical manual changes.
- (4) The Government will not be liable for any costs the contractor incurs, due to delay in contract performance, as a result of any contractor requests for change.

*** END OF NARRATIVE C 001 ***

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D.1 PRESERVATION OF VEHICLES FOR SHIPMENT:

D.1.1 The vehicles under CLINS 0001 - 0003 shall be preserved for sea shipment and storage to include special corrosion protection. Vehicles will be drive-on/drive-off (roll-on/roll-off) with wet charged batteries and minimum fuel and lubricants, as applicable, for vehicle transport. Vehicles are not acceptable for deck stowage.

D.1.2 The Contractor is responsible for loading and securing the vehicles on the means of transport provided by the freight forwarder.

D.2 PRESERVATION AND PACKAGING OF DELIVERABLES OTHER THAN VEHICLES:

D.2.1 All other deliverables shall be preserved and packaged for sea shipment with appropriate packing and packaging. All deliverables shall including packing lists.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 51 of 83
	PIIN/SIIN DAAE07-03-C-S114MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-3 (ALT I)	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997))	SEP/1989

(a) The Contractor shall test 5 each Prototype Vehicles (Second Lot of 5 prototypes): 1 unit each of Contract Line Item (CLIN) 0001AA (MTT), 2 each units of CLIN 002AA (MTTC) and 2 each units of CLIN 0003AA (DTT) and 5 each Production Vehicles: 5 units each of CLIN 0002AA (MTTC) (Initial Production Lot of 5 each) as specified in this contract. At least 30 calendar days before the beginning of First Article Tests, the Contractor shall notify the ACO, PCO, GOI and the TACOM Product Quality Manager, in writing, of the time and location of the testing so that the Government and the GOI may witness the tests.

(b) The Contractor shall submit the first article test reports, one for each vehicle configuration within 10 calendar days after test completion, marked FIRST ARTICLE TEST REPORT: Contract No. DAAE07-03-C-S114; and the Contract Line Item Number.

Within 20 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
-----	-----------	---	----------

The Contractor shall comply with the higher-level quality standard selected below.

ISO 9001:2000

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 52 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

E-6

52.209-4012

NOTICE REGARDING FIRST ARTICLE

APR/2000

(TACOM)

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-7

52.246-4028

INSPECTION POINT: ORIGIN

FEB/1994

(TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

American Truck Company/Terex Advance Corporation

7727 Freedom Way

Fort Wayne

Indiana

46818_

-

SUBCONTRACTOR'S PLANT:

[End of Clause]

E-8

52.246-4029

ACCEPTANCE POINT: ORIGIN

OCT/2002

(TACOM)

We will accept vehicles and other hardware at the address designated in the Section E clause entitled INSPECTION POINT ORIGIN.

Acceptance of all data and training shall be at Destination.

[End of Clause]

E-9

52.246-4048

DRAWINGS FOR INSPECTION

NOV/1982

(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

E-10 Reserved

E-11 HOMOLOGATION OF THE TRUCKS:

E-11.1 The homologation for license shall be conducted in Israel on one of the first 5 prototype trucks. The Homologation must be completed approximately one month prior to FAT. successful completion of homologation is a condition for delivery of serial produced trucks.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 53 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

E-12 QUALITY ASSURANCE GENERAL:

E-12.1 The Contractor will notify the inspector prior to any test performed by any outside laboratory or subcontractor.

E-12.2 The Government reserves the right to visit subcontractor production places and to inspect parts/or sub-assemblies that were already approved by the contractor Q.C. Authority. Arrangements for such visits will be coordinated by the Contractor.

E-12.3 The Contractor shall present for acceptance tests, only those vehicles which have passed all the tests according to adequate procedure of quality control performed by the contractors Q.C. Authority.

E-12.4 Each vehicle submitted for test shall carry an inspection data sheet detailing the tests performed on it.

E-13 MANUFACTURING STANDARD:

E-13.1 The FAT shall establish the final vehicle configuration baseline. One each approved FAT vehicle, for each different vehicle configuration shall serve as the manufacturing standard, shall be retained at the contractors plant for reference, and shall be the final vehicle delivered under the contract for that configuration. These vehicles shall be maintained in their original configuration, except they shall be updated to reflect any Government approved engineering changes, or any changes determined necessary as a result of the FAT.

E-14 FIRST ARTICLE TEST (EXTENDED ACCEPTANCE TEST):

E-14.1. The Extended Acceptance Test (EAT) is the First Article Test for this contract and will take place 100 days after award of contract, at or in close proximity to, the Contractor's plant facilities in Ft Wayne, Indiana. The FAT report is due 10 days after completion of the test IAW DD1423 Data Requirement A011, it Section J.

E-14.1.1 Overview - The EAT will include inspection/test of 5 prototype vehicles and 5 production vehicles as follows:

- 1 each - Prototype MTT - Cargo Configuration
- 2 each - Prototype MTTC- Crane Configuration
- 2 each - Prototype DTT - Driver Training Configuration

5 each - Production MTTC - Crane Configuration

E-14.1.2 The Comprehensive Static Vehicle Inspection and Extended Road Test of 200 km will be conducted only on the MTT (1 each).

E-14.1.3 The 4 other prototypes (MTTC - 2ea and DTT - 2 ea) will be inspected for the modifications/changes from the MTT configuration and the Short Road Test during the EPT of 10 km will be conducted in order to approve the modifications/changes.

E-14.1.4 A failure of any of the following prototype inspections/tests is defined as an omission, malfunction or mismatching of one of the components/systems, or functioning not according to the specification (MTT), or disturbance of the added components to the vehicles original function (MTTC & DTT). Failures found during the inspection will be repaired during the EAT by component replacement or by matching the vehicle configuration to the specification. If the failure/reject has an impact on drivability, another road test will be conducted to validate the repair.

E-14.2. The duration of the EAT will be 8 days and will include the following activities:

E-14.2.1. Days 1-2 - Quality Assurance Inspection

E-14.2.2. Day 3 - MTT Comprehensive Static Vehicle Inspection

E-14.2.3. Day 4 - MTT Extended Road Test

E-14.2.4. Day 5 - MTTC and DTT Static Vehicle Inspection

E-14.2.5. Days 6-8 - MTTC Early Production Test (EPT)

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 54 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

E-14 3. Quality Assurance Inspection (QAI)

The Contractor, sub-contractors and domestic dealers shall maintain a Quality Control system for MTT/MTTC/DDT vehicles and shall include at least:

- a. A Quality Assurance written policy.
- b. A periodic maintenance and calibration of tools and test sets including records showing the calibration dates.
- c. A receiving inspection procedure.
- d. A Material Review Board procedure.
- e. A storage space for approved parts or sub-assemblies and a separate storage space for rejected parts.
- f. Records of the rejected parts shall be available to the inspector.
- g. The Contractor and the domestic dealer shall operate a quality control system for procedures and installations taking place at subcontractor's facility.
- h. The Contractor shall submit to the inspector copies of all test results that were carried out by the Contractor's quality assurance authorities.

E-14.3.1. The QAI will include the following activities:

E-14.3.1.1. Checking the Contractors certification to ISO 9000 Standard.

E-14.3.1.2. Acquiring the Contractor quality assurance division structure.

E-14.3.1.3. Checking the Product Quality Assurance Plan including:

E-14.3.1.3.1 A list of specifications, standard, procedures and any other documents relevant to the product.

E-14.3.1.3.2 Quality Assurance flow diagram. The diagram shall include all the installations and quality control stations indicating the quality assurance activities at each stage, the name or number of the relevant manufacturer's procedures for tests or inspection.

E-14.3.1.3.3 Contractor's tests and inspection procedures during the production process, starting at material and components receiving, up to assemblies and the final vehicle.

E-14.3.1.3.4 A milestone which requires Q.A. inspector certificate and the method of certification of each one.

E-14.3.1.3.5 Means to be operated by the Q.A. system (test equipment, special tools, forms, etc.).

E-14.3.1.3.6 Contractor Q.A. activities with sub-contractors.

E-14.3.1.3.7. Calibration of tools

E-14.3.1.3.8. Receiving Inspection Procedure, In-Process Inspection at the Assembly line and Final Inspection Procedures.

E-14.3.1.3.9. Material Review Board Procedure

E-14.3.1.3.10. Internal Quality Audits

E-14.3.1.3.11. Checking Documentation - Contractor Statements/Certificates:

E-14.3.1.3.11.1 Confirming that the vehicle installations were assembled according to standard Quality Control procedures and that all materials and parts meet the applicable requirements in the drawings and technical specifications.

E-14.3.1.3.11.2 Confirming that assemblies, sub-assemblies and parts are of the same type, identical and interchangeable with the same production items.

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 55 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

E-14.3.1.3.11.3 Confirming that all materials such as rubber, plastics, textiles, paints, glues and oils are serviceable and fresh when installed on the vehicles.

E-14.3.1.3.11.4 Confirming that all actions carried-out on the vehicles are according to the vehicles specifications.

E-14 4. MTT Comprehensive Static Vehicle Inspection (CSVI):

E-14.4.1. The Goal of the CSVI is to verify compliance of the MTT prototype with the technical specifications (Attachment 002 in Section J) and the EAT requirements. The inspector will verify compliance by checking visually the vehicles components and checking functionally by activating each system in accordance with the Static Vehicle Inspection Checklist (Attachment 005 in Section J).

E-14.4.1.1 All parts, components and subassemblies installed in the vehicle, including castings, bearings, seals, machined surfaces, optic, electrical wiring and welded parts shall be clean and free from sand, dirt, fins, pits, and other harmful extraneous materials. Joints and seems shall be tight, all edges shall be smoothly finished.

E-14.4.2. During the CSVI the following items will be inspected:

E-14.4.2.1. Verifying general measurements of the vehicle.

E-14.4.2.2. Verifying compliance with the technical specifications

E-14.4.2.2.1. Cargo Bed - Existence of the twist locks and the tie down rings.

E-14.4.2.2.2. Brake System including the exhaust brake.

E-14.4.2.2.3. Engine

E-14.4.2.2.4. Transmission

E-14.4.2.2.5. Axles and Suspension

E-14.4.2.2.6. Wheels

E-14.4.2.2.7. CTIS

E-14.4.2.2.8. Steering System

E-14.4.2.2.9. Fuel System and Air Cleaner

E-14.4.2.2.10. Cooling System

E-14.4.2.2.11. Air System

E-14.4.2.2.12. Chassis

E-14.4.2.2.13. Cab

E-14.4.2.2.14. Electric System

E-14.4.2.2.14.1 All components of the electrical system will be inspected visually against the specification and functionally by actuating each component. This inspection will also check:

E-14.4.2.2.14.1.1 Alternator Type

E-14.4.2.2.14.1.2 Harnessess

E-14.4.2.2.14.1.3 Existence of 4 each batteries

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 56 of 83
---------------------------	--	----------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

E-14.4.2.2.14.1.4 Existence of plastic cover of battery poles

E-14.4.2.2.14.1.5 Existence of 24V main power cut-off switch

E-14.4.2.2.15. Air Conditioner

E-14.4.2.2.16. Lighting System

E-14.4.2.2.17. Markings and Signs

E-14.5. Extended Road Test (ERT):

E-14.5.1 During the Extended Road Test the inspector will operate all the vehicle systems and check functionality in accordance with the Road Test Inspection Checklist (Attachment 005 in Section J). Particular emphasis will be placed on:

E-14.5.1.1 Differential Locks - Proper engagement

E-14.5.1.2 CTIS - Operational in All Models

E-14.5.1.3 Lights, Turning Lights

E-14.5.1.4 Correct operation of all gauges

E-14.5.1.5 Abnormal vibrations, noises during driving

E-14.5.1.6 Brake System Test (Not including measuring equipment)

E-14.5.1.7 Parking Brake

E-14.5.1.8 Ability to occupy middle seat while driving

E-14.5.1.9 Checking the C-Brake

E-14.5.1.10 Turning Radius Test - Not more than 12.5 meters

E-14.5.1.11 Air Conditioning - Airflow and Temperature

E-14.5.1.12 Transmission - Proper engagement and shifting of gears

E-14.5.1.13 Bolts in System - Tightness

E-14.5.2. The ERT will be conducted only on the MTT configuration and will include driving on road and cross country (200km). The location of the ERT shall be at, or in close proximity to the Contractor's plant facilities.

E-14.5.3. The ERT will be conducted in two conditions - laden and unladen.

E-14.5.4. Unless otherwise directed by the PCO, the road test mileage profile shall consist of 50% of the mileage on hard surface or gravel roads, and 50% on cross-country (no roads). Twenty five per cent (25%) of both profiles shall be unladen (no payload) and 75% shall be fully payloaded, either to GVWR, or maximum legal payload allowable on the roads used.

E-14.5.5. After the ERT another Static Inspection shall be conducted.

E-14.5.5.1. The Static Inspection will include checking of all automotive systems after driving.

E-14.6. MTTC and DTT Static Vehicle Inspection (SVI).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 57 of 83
---------------------------	--	----------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

E-14.6.1 The SVI of the MTTC and DTT will not be as comprehensive as the CSVI for the MTT and will include inspection/testing of only modifications/changes of the MTTC and DTT from the MTT in accordance with the MTTC and DTT Checklist (Attachment 005 in Section J). The inspector will verify compliance by checking visually the vehicles components and checking functionally by activating the systems.

E-14.6.1.1 The MTTC inspection will include verifying compliance with technical specifications and IDF requirements as follows:

E-14.6.1.2 Verifying general measurements of the MTTC

E-14.6.1.3. Modification of Chassis - Preparation for Crane Installation.

E-14.6.1.4. Electrical System Modifications

E-14.6.1.4.1 MTTC electrical system changes/modifications from the MTT electrical system will be checked visually and functionally by activating the following components:

E-14.6.1.4.1.1 Extended harnesses to the crane on the rear of the truck

E-14.6.1.4.1.2 Lights for the Crane

E-14.6.1.4.1.3 Power to the crane with PTO engagement

E-14.6.2 The DTT package will be added and tested in Israel by ATC's subcontractor, after the truck is delivered. Vehicles will be "conditionally accepted" in Ft Wayne, with the condition being installation and test of the Driver Training Package in Israel and delivery to the IMOD. The IMOD will notify the PCO of acceptance. In turn the PCO will notify the contractor of final acceptance of the vehicle.

E-14.6.2.1 Since the DTT package will be installed in Israel, this inspection will only include verifying compliance with basic technical specifications and IDF requirements as follows:

E-14.6.2.2. Verifying the following modifications:

E-14.6.2.2.1. Four Door Crew Cab

E-14.6.2.2.2. Five Seats (2 + 3)

E-14.6.2.2.2.1 High Mounted Rear Seats

E-14.6.2.2.2.2 Safety Belts on All Seats

E-14.6.2.2.2.3 Suspension Seats for Driver and Co-Driver

E-14.7. Early Production Test (EPT):

E-14.7.1. The EPT will be conducted on the first production lot of 5 trucks (immediately after the second 5 prototype truck lot) and will include 5 each MTTC vehicles.

E-14.7.2. The purpose of the EPT is to verify that the configuration of production trucks is the same as that of the approved prototype trucks.

E-14.7.3. The EPT will include the following activities:

E-14.7.3.1. Static Vehicle Inspection

E-14.7.3.2. Road Test (10 km on road and cross country in all)

E-14.7.3.3. Post Road Test Static Vehicle Inspection.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-S114 MOD/AMD</p>	<p style="text-align: center;">Page 58 of 83</p>
--	--	---

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

E-14.7.4 A failure of the Early Production Test is defined as any difference on a production vehicle configuration from the same configuration approved prototype vehicle.

E.1 FIRST ARTICLE TEST - ADDITIONAL INFORMATION

E.1.1 The contractor is responsible for conducting vehicle FAT (EAT) in coordination with IMOD representatives at a site on or near the contractors plant. A FAT is required for each different vehicle configuration (CLINs 0001AA, 0002AA and 0003AA) unless otherwise specified by the PCO. The FAT shall be conducted to verify, as a minimum, the requirements in E-14 and the specifications set forth in Attachment 003 in Section J. The Government and the IMOD reserve the right to witness all First Article Testing.

E.1.2 The contractor shall provide the IMOD and the PCO with a FAT report/results for each vehicle configuration with supporting documentation. The report shall be as required in DI-NDTI-80809B(T) in attachment A of Secton J. First Article Approval shall be made by the PCO with IMOD's input on whether the vehicle passed or failed the test and performance criteria of Attachment 003.

E.1.3 Following FAT, the Contractor shall be responsible for any changes, modifications and corrections of defects deemed necessary to bring the truck/system into conformance with requirements. These corrections/modifications must be made to all vehicles produced to date, at no cost to the Government. The Contractor shall also be responsible for any retesting that the Government deems necessary to verify the adequacy of the changes, modifications and corrections, up, and including, a full retest of the FAT. The contractor shall be responsible for all costs related to the aforementioned changes, modifications, corrections and retesting.

E.2 Change of Suppliers

If the contractor elects to change sources of supply for any vehicle component after Government acceptance of the vehicle configuration, the contractor shall notify the PCO in writing 30 days prior to such change. The Government reserves the right to conduct additional inspections prior to acceptance of any item contained in the new component. The contractor shall be responsible for costs of inspection and test to assure the components meet specification criteria. Any production or delivery delays caused by the additional inspection/testing shall not be an excusable delay as the term is defined in the contract Defaultclause. Further, such delays shall not form the basis for adjustments in process or delivery schedules.

E.3 Control Test.

To demonstrate continuous control of the manufacturing operation, control tests are required by the Government. The control tests shall be conducted by the Contractor at the manufacturing facility. The test shall be conducted with the vehicle in a fully loaded condition. The vehicle shall be operated for a minimum of 50 miles on a mixture of hard surface and gravel roads, utilizing and exercising all functions. Upon completion of mileage, the contractor shall perform a full inspection of the vehicle to determine if there has been any test-induced failure, damage, interference, leaks, malfunction, or other problems with the vehicle. The Government and the GOI may elect to witness and participate in any or all testing.

E.3.1 Control Test Selection.

From the trucks offered for Government acceptance inspection, the Government will select one production vehicle out of each 50 successive vehicles produced, or a minimum of one vehicle per month if production is less than 50 vehicles per month. However, no more than two vehicles will be selected in any 30-calendar day period. The Government reserves the right to adjust lot size and to waive Control Test, or any portion of the Control Test, based on production quantities.

E.3.2 Control Test Deficiencies.

All deficiencies detected by either the contractor or the Government shall be presumed to be present on all vehicles produced since the last acceptable Control Test lot. The Government may stop acceptance of additional vehicles until satisfactory evidence has been provided that indicates the deficiencies are not present on all vehicles produced since the last acceptable control test lot or corrective action has been taken to repair deficiencies and preclude recurrence. Failure to provide corrective action or request an extension within five working days after completion of Control Test may result in the Government suspending acceptance on subsequent vehicles until the conditions causing failures have been corrected and approved by the Government. All corrective actions shall be performed by the Contractor at no cost to the Government. Request for extensions, at a minimum, shall state purpose of the extension and establish a completion date for determining the extent of the deficiency. Approval of the request will be at the discretion of the Government. At Government discretion, another vehicle from the same lot with corrective actions implemented may be subjected to control test to verify the corrective actions.

E.4 Follow-On Tests.

The Government may select vehicle(s) at any time during the contract production period and subject these vehicle(s) to examinations and tests to determine conformance of the manufacturer to contractual and specification requirements, including performance, materials,

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 59 of 83
---------------------------	---	-----------------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

workmanship and design and to compare existing quality with previous standards. The tests shall be conducted at a government proving ground(s) or other test site(s) designated by the contracting officer. Testing shall duplicate the testing performed during the FAT. Vehicle(s) selected shall not include any previous control test vehicle. The government may elect to conduct multiple follow-on tests at PCO discretion.

*** END OF NARRATIVE E 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 60 of 83
	PIIN/SIIN DAAE07-03-C-S114	MOD/AMD	

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
-----	------------------------	--	----------

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-9	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
-----	------------------------	--	----------

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 61 of 83****PIIN/SIIN** DAAE07-03-C-S114**MOD/AMD****Name of Offeror or Contractor:** AMERICAN TRUCK CO. LLC.

Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F.1 REQUIRED DELIVERY SCHEDULE:CLIN 0001AA - MTT - 243 EA

<u>DUE DATE</u>	<u>QUANTITY</u>	
28 Feb 04	4	Prototypes to Israel (Conditional Acceptance)
30 Mar 04	1	Prototype for FAT
30 Apr 04	0	
30 May 04	0	
30 Jun 04	0	
30 Jul 04	20	
30 Aug 04	24	
30 Sep 04	36	
30 Oct 04	32	
30 Nov 04	36	
30 Dec 04	27	
30 Jan 05	32	
28 Feb 05	31	

CLIN 0002AA - MTTC - 49 EA

<u>DUE DATE</u>	<u>QUANTITY</u>	
28 Feb 04	1	Prototype to Israel (Conditional Acceptance)
30 Mar 04	2	Prototypes for FAT
30 Apr 04	5	Production units for FAT(EPT)
30 May 04	11	
30 Jun 04	10	
30 Jul 04	10	
30 Aug 04	10	

CLIN 0003AA - DTT - 10 EA All 10 vehicles to be conditionally accepted - See CLIN Narrative

<u>DUE DATE</u>	<u>QUANTITY</u>	
30 Mar 04	2	Prototypes for FAT
30 Apr 04	0	
30 May 04	0	
30 Jun 04	8	

CLIN 0004AA - DATA

See DDForm 1423 in Section J

CLIN 0005 - Support Kits & BII

<u>DUE DATE</u>	<u>QUANTITY</u>	<u>SLIN</u>
28 Feb 04	1 lot	0005AA
30 Jul 04	1 lot	0005AB
30 Sep 04	1 lot	0005AC
30 Dec 04	1 lot	0005AD
28 Feb 05	1 lot	0005AE

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE07-03-C-S114 MOD/AMD</p>	<p>Page 62 of 83</p>
----------------------------------	--	-----------------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

30 Apr 05 1 lot 0005AF

CLIN 0006 - Publications & Media

<u>DUE DATE</u>	<u>QUANTITY</u>	<u>SLIN</u>
30 Mar 04	1 lot	0006AA
30 Jun 04	1 lot	0006AB
30 Aug 04	1 lot	0006AC
30 Nov 04	1 lot	0006AD

CLIN 0007 - Contractor Training

<u>DUE DATE</u>	<u>QUANTITY</u>	<u>SLIN</u>
30 May 04	1 lot	0007AA
30 Jun 04	1 lot	0007AB
30 Jul 04	1 lot	0007AC
30 Aug 04	1 lot	0007AD
30 Sep 04	1 lot	0007AE
30 Oct 04	1 lot	0007AF
30 Oct 04	1 lot	0007AG

CLIN 0008 - Training Devices

<u>DUE DATE</u>	<u>QUANTITY</u>	<u>SLIN</u>
30 Sep 04	1 lot	0008AA
30 Nov 04	1 Lot	0008AB

CLIN 0009AA - Concurrent Spare Parts*

<u>DUE DATE</u>	<u>QUANTITY</u>
30 Sep 04	1 lot
30 Jan 05	1 lot

CLIN 0010AA - Special Tools & Diagnostic Equipment*

<u>DUE DATE</u>	<u>QUANTITY</u>
30 Jul 04	1 lot
30 Jan 05	1 lot

*To be definitized after award.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 63 of 83
	PIIN/SIIN DAAE07-03-C-S114	MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.			

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG		<u>ACCOUNTING CLASSIFICATION</u>				JOB ORDER <u>NUMBER</u>	ACCOUNTING <u>STATION</u>	OBLIGATED <u>AMOUNT</u>
0001AA	J542H903JZ ZAM001 J542ZAM01EHIS	AA	2	9711	X8242ISO1X6D1000ZAM	00131E1ISS20113		4SHJDM	W56HZV \$	36,510,750.00
0002AA	J542H902JZ ZAM002	AB	2	9711	X8242ISO1X6D1000ZAM	00231E1ISS20113		4SHJDL	W56HZV \$	7,640,766.00
0003AA	J542H904JZ ZAM003	AC	2	9711	X8242ISO1X6D1000ZAM	00331E1ISS20113		4SHJDK	W56HZV \$	1,758,000.00
0005AA	J542H905JZ ZAM004	AD	1	9711	X8242ISO1X6D1000ZAM	00431E1ISS20113		4SHJDJ	W56HZV \$	29,570.00
0005AB	J542H905JZ ZAM004	AD	1	9711	X8242ISO1X6D1000ZAM	00431E1ISS20113		4SHJDJ	W56HZV \$	158,471.00
0005AC	J542H905JZ ZAM004	AD	1	9711	X8242ISO1X6D1000ZAM	00431E1ISS20113		4SHJDJ	W56HZV \$	132,682.00
0005AD	J542H905JZ ZAM004	AD	1	9711	X8242ISO1X6D1000ZAM	00431E1ISS20113		4SHJDJ	W56HZV \$	154,872.00
0005AE	J542H905JZ ZAM004	AD	1	9711	X8242ISO1X6D1000ZAM	00431E1ISS20113		4SHJDJ	W56HZV \$	14,790.00
0005AF	J542H905JZ ZAM004	AD	1	9711	X8242ISO1X6D1000ZAM	00431E1ISS20113		4SHJDJ	W56HZV \$	39,933.00
0006AA	J542H915J6 ZAM005	AE	2	9711	X8242ISO1X6D1000ZAM	00531E1ISS20113		4SLJDH	W56HZV \$	16,992.00
0006AB	J542H915J6 ZAM005	AE	2	9711	X8242ISO1X6D1000ZAM	00531E1ISS20113		4SLJDH	W56HZV \$	66,332.00
0006AC	J542H915J6 ZAM005	AE	2	9711	X8242ISO1X6D1000ZAM	00531E1ISS20113		4SLJDH	W56HZV \$	429,066.00
0006AD	J542H915J6 ZAM005	AE	2	9711	X8242ISO1X6D1000ZAM	00531E1ISS20113		4SLJDH	W56HZV \$	323,078.00
0007AA	J542H908JZ ZAM006	AF	1	9711	X8242ISO1X6D1000ZAM	00631E1ISS20113		4SLJDG	W56HZV \$	20,300.00
0007AB	J542H908JZ ZAM006	AF	1	9711	X8242ISO1X6D1000ZAM	00631E1ISS20113		4SLJDG	W56HZV \$	16,100.00
0007AC	J542H908JZ ZAM006	AF	1	9711	X8242ISO1X6D1000ZAM	00631E1ISS20113		4SLJDG	W56HZV \$	11,200.00
0007AD	J542H908JZ ZAM006	AF	1	9711	X8242ISO1X6D1000ZAM	00631E1ISS20113		4SLJDG	W56HZV \$	33,600.00
0007AE	J542H908JZ ZAM006	AF	1	9711	X8242ISO1X6D1000ZAM	00631E1ISS20113		4SLJDG	W56HZV \$	11,200.00
0007AF	J542H908JZ ZAM006	AF	1	9711	X8242ISO1X6D1000ZAM	00631E1ISS20113		4SLJDG	W56HZV \$	16,800.00
0007AG	J542H908JZ ZAM006	AF	1	9711	X8242ISO1X6D1000ZAM	00631E1ISS20113		4SLJDG	W56HZV \$	67,200.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 64 of 83
	PIIN/SIIN DAAE07-03-C-S114MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0008AA	J542H909J6 ZAM007	AG	1	9711 X8242ISO1X6D1000ZAM 00731E1ISS20113	4SLJDF	W56HZV \$	314,439.00
0008AB	J542H909J6 ZAM007	AG	1	9711 X8242ISO1X6D1000ZAM 00731E1ISS20113	4SLJDF	W56HZV \$	181,293.00
0009AA	J542H910J6 ZAM008	AH	2	9711 X8242ISO1X6D1000ZAM 00831E1ISS20113	4SLJDE	W56HZV \$	5,279,695.00
0010AA	J542H911J6 ZAM009	AJ	2	9711 X8242ISO1X6D1000ZAM 00931E1ISS20113	4SLJDD	W56HZV \$	676,202.00
						TOTAL \$	53,903,331.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242ISO1X6D1000ZAM 00131E1ISS20113	W56HZV \$	36,510,750.00
Army	AB	9711 X8242ISO1X6D1000ZAM 00231E1ISS20113	W56HZV \$	7,640,766.00
Army	AC	9711 X8242ISO1X6D1000ZAM 00331E1ISS20113	W56HZV \$	1,758,000.00
Army	AD	9711 X8242ISO1X6D1000ZAM 00431E1ISS20113	W56HZV \$	530,318.00
Army	AE	9711 X8242ISO1X6D1000ZAM 00531E1ISS20113	W56HZV \$	835,468.00
Army	AF	9711 X8242ISO1X6D1000ZAM 00631E1ISS20113	W56HZV \$	176,400.00
Army	AG	9711 X8242ISO1X6D1000ZAM 00731E1ISS20113	W56HZV \$	495,732.00
Army	AH	9711 X8242ISO1X6D1000ZAM 00831E1ISS20113	W56HZV \$	5,279,695.00
Army	AJ	9711 X8242ISO1X6D1000ZAM 00931E1ISS20113	W56HZV \$	676,202.00
TOTAL				\$ 53,903,331.00

G.1 PERFORMANCE BASED PAYMENTS (PBP)

G.1.1 Scope. This contract provides for Government financing to the Contractor in the form of Performance Based Payments in accordance with the provisions of FAR 32.10, Performance-Based Payments and FAR 52.232-32, Performance-Based Payments; and it does not allow the mixing of Performance Based Payments with any other type of contact financing. This provision identifies the payment events and success criteria necessary to make payments

G.1.2 PBP is a financing tool and does not represent partial or final acceptance. The contractors entitlement to a financing payment is based on event accomplishment as referenced in the Performance Based Payments Matrix (Attachment 007). As such, any PBPs that are not liquidated must, in the event of termination, be repaid. Approving or allowing the use of PBPs does not constitute Government acceptance of the item or otherwise compromise the Governments financial or other interests.

G.1.3 Attachment 007 defines the events required to receive payment, what constitutes completion of each event and the percentage payment that will be provided for event completion. Only 60% of the total contract price can be paid via PBP. Only one PBP request is authorized to be submitted and paid per month, if approved.

G.1.4 PBP is a method of contract financing, therefore every effort should be made to process payment requests as expeditiously as possible. Because PBPs are contract financing payments, they are not subject to the interest-penalty provisions of prompt payment (FAR 32.902-2).

G.2 Payments. The form and method the contractor shall use to request payment shall include:

1. Identification of any event that has been successfully completed for which payment is being requested.
2. A certification, signed by an authorized official of the company, stating that an event has been successfully completed.
3. The original PBP invoice accompanied by the certification will be forwarded to the ACO for review, concurrence and submittal to DFAS for payment. The contractor shall not use SF 1442 Progress Payment Report form for performance based payment requests.
4. There shall be one payment request per month for all events; however, a monthly request may cover payments for more than one event.
5. PBP event accomplishment need not be confirmed before the related payment is approved and made. PBP event accomplishment can be reviewed and confirmed after the payment has been approved for disbursement.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 65 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

G.3 Liquidation of Performance Based Payments:

1. Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting 65 percent from the delivery payment.
2. If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

G.4 Contractor Certification. The contractor shall certify that, to the best of its knowledge and belief, that the following statements are true:

1. This request for Performance Based Payments is true and accurate; this request and attachments have been prepared from the books and records of the contractor IAW the contract and instructions of the Administrative Contracting Officer (ACO).
2. Except, as reported in writing, all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business.
3. There are no encumbrances, except as reported in writing, against the property acquired or produced for, and allocated or properly charged to, the contract which would affect or impair the Governments title. There has been no recent materially adverse change in the financial condition of the Contractor.

G.5 Contractor Records. The contractor shall maintain the following records and controls for administration of FAR 52.232-32 Performance Based Payments;

1. Copies of all contractor certifications stating that an event has been successfully completed.
2. Copies of all records of actual payments received.
3. Any other records and controls as may be required for the proper administration of Performance Based Payments under this contract.

G.6 Adjustments. It may become necessary to adjust the PBP structure (Attachment 007) to reflect subsequent changes or contract modifications. The required adjustments may take the form of adding new PBP events; modifying the definition, value, or timing of existing events; or making other modifications to reflect the agreements of the parties.

*** END OF NARRATIVE G 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 66 of 83
	PIIN/SIIN DAAE07-03-C-S114MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS ALTERNATE I	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS	DEC/1991
(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.			
(b) The foreign military sales commitments are for: Government of Israel.			
[End of Clause]			
H-14	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003
a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--			
(1) A bona fide employee of the Contractor; or			
(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.			
(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:			
(1) For sales to the Government of Israel, contingent fees in any amount.			
(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.			
[End of Clause]			
H-15	52.217-4001 (TACOM)	OPTION FOR INCREASED QUANTITIES -- SEPARATELY PRICED MULTIPLE LINE ITEMS	MAR/2000
(a) The Government hereby reserves the right to:			
(1) Increase the quantity of contract line item number (CLIN) 0001AA by an additional number of vehicles up to 243 each. The unit price(s) for such option quantity shall be as set forth in CLIN 0001AB. The Government may exercise this option at any time, but in any event not later than March 30, 2005.			
(2) Increase the quantity of CLIN 0002AA by an additional number of vehicles up to 49 each. The unit price for such option quantity shall be as set forth in CLIN 0002AB. The Government may exercise this option at any time, but in any event not later than December 30, 2004			
(3) Increase the quantity of CLIN 0003AA by an additional number of vehicles up to 10 each. The unit price for such option quantity shall be as set forth in CLIN 0003AB. The Government may exercise this option at any time, but in any event not later than December 30, 2004			
(b) The options described in paragraphs (a)(1), (a)(2) and (a)(3) above may be exercised in increments, together or severally,			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 67 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

subject to the stated total additional quantity limitations, price(s), and the above-stated times for exercise of the options.

(c) Delivery of the items added by the exercise of these options shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

[End of Clause]

H-16 252.243-7000 ENGINEERING CHANGE PROPOSALS SEP/1999

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

[End of Clause]

H-17 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 68 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-18 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil
Lois.Elswick@dcma.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.
(703) 330-3230

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H-19 SMALL, SMALL DISADVANTAGED & WOMAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN:

American Truck Company has submitted its Subcontracting Plan for Small, Small Disadvantaged and Women Owned Small Business, dated 12/19/03, which is hereby added to this contact by reference.

H.1 CORPORATE GUARANTOR:

H.1.1 Terex Corporation, the parent company of American Truck Company, guarantees the successful performance of this contract and has executed a GUARANTY AGREEMENT FOR CORPORATE GUARANTOR - DLA FORM 621, which is hereby added to this contract by reference.

H.2 AMERICAN CONTENT CERTIFICATION:

H.2.1 American Truck Company has certified, by letter dated 9/22/03, that the U.S. Dollar Value of the United States content of the deliverables under this contract exceeds fifty-one percent 51% of the total contract price. This letter is hereby added to the Contract by reference.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-S114 MOD/AMD</p>	<p style="text-align: center;">Page 69 of 83</p>
--	--	---

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

H.3 GOVERNMENT LIABILITY FOR NTE CLINs 0009AA & 0010AA:

H.3.1 The total equitable adjustment of the Contract Price shall not exceed \$5,279,695 for Concurrent Spare Parts under CLIN 0009AA; and shall not exceed \$676,202 for Special Tools & Diagnostic Equipment under CLIN 0100AA.

H.3.2 The Contractor is hereby authorized to commence work on CLINs 0009AA and 0010AA. The total equitable adjustment of the Contract price for CLINs 0009AA and 0010AA shall not exceed a total of \$5,955,897.

H.3.3 The above Ceiling Amounts will be adjusted into firm fixed prices through negotiations pursuant to the "Changes" clause of the Contract. Negotiations apply only to quantity and mix of items under CLINs 0009AA and 0010AA, as all items are priced in Attachment 0008, and these prices are good for 5 years from date of contract award. Prior to definitization, the maximum amount of Government liability for CLINs 0009AA and 0010AA shall not exceed \$2,977,948 which represents 50% of the total ceiling amount set forth in paragraph H.3.2 above.

H.4 DEFINITIZATION SCHEDULE:

H.4.1. The contractor agrees to begin promptly negotiating with the PCO the terms of a definitive firm fixed pricing agreement that will supersede the ceiling prices for CLINs 0009AA and 0010AA. The Contractor agrees to submit a detailed pricing proposal in accordance with FAR 52.215-21 entitled "REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS-(ALT III) (Oct 1997), and comply with the following definitization schedule:

Contractor Submission of Proposal for Definitizing CLINs 0009AA and 0010AA	At CDR - 90 Days After Award
Commence Negotiations	120 Days After Award
Definitize CLINs 0009AA & 0010AA into Firm Fixed Prices	150 Days After Award

H.4.2 If a definitive firm fixed price agreement to supercede the above ceiling prices is not reached within 150 Days After Award, or within any extension granted by the PCO, the PCO may, with the Approval of the Head of the Contracting Activity, reduce or suspend progress payments hereunder, until satisfied by the Contractor's effort to settle on a definitive firm fixed pricing agreement to supersede the ceiling prices for CLINs 0009AA and 0010AA.

H.5 DELIVERABLES AND SCHEDULES:

H.5.1 The Contractor shall deliver the hardware, software and data in accordance with contract requirements. The delivery schedule shall not limit the Contractor's obligation to deliver hardware, software and data in addition to that set forth herein, or to modify any items listed herein, at no additional cost, if required for the vehicles to meet specifications or other Contract requirements.

H.5.2 In the event the Contractor is required under H.5.1 above, to deliver any additional items or to modify any items, Contractor shall provide corresponding spares for these items on the same basis as similar items are required herein at no additional cost.

H.6 CONTRACTOR'S OVERALL RESPONSIBILITY FOR DELIVERABLES:

H.6.1 It is expressly recognized that certain components of the Medium Tactical Trucks under CLINs 0001 through 0003 may be designed or manufactured by the Contractor's subcontractors. It is hereby declared and agreed by the parties, that the Contractor is fully responsible for: (i)all vehicle subsystem and subassembly specifications; (ii)the design, development, manufacture, intergration, testing and delivery of the vehicles; and (iii)the performance of all of the Contractor's other items hereunder, whether performed by the Contractor itself and/or its' subcontractors.

H.7 CONTRACTOR WARRANTY TO THE GOVERNMENT OF ISRAEL - MINISTRY OF DEFENSE (GOI/MOD):

1. The contractor warrants that the vehicles, cranes and all parts, hardware, software, data and documentation delivered hereunder shall be new, operating properly, and shall be free from errors, deficiencies and defects in design, materials , workmanship and performances for a period of 3 years, or 60,000 km, whichever comes first, following the date of the successful delivery of each vehicle in Israel, after PreDelivery Inspection, in accordance with all requirements of this contract.

1.1 The warranty period for the paint and anti-rust protection will be for a period of 10 years. The warranty for tires shall be the normal tire manufacturers warranty. The warranty for batteries will be for one year only.

1.2 The warranty covers the labor in the domestic dealer workshops and all activities of the maintenance crews in IDF's workshops and in the field.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 70 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

2. The above mentioned warranty period will not apply to the following:

2.1 Normal wear of parts that should be replaced during the vehicles mandatory scheduled maintenance (such as brake linings and drums).

2.2 Belts.

2.3 Bulbs.

2.4 Filters.

2.5 Any component that is damaged as a direct result of:

2.5.1 Drivers/user misuse.

2.5.2 Road accidents.

2.5.3 Improper maintenance performed at any IDF facility.

2.5.4 Any component that fails due to failure to perform maintenance according to the manufacturer's schedule and specifications.

2.5.5 Any component that fails due to modifications or alterations performed without the prior written approval of the manufacturer.

3. Contractors commitment

3.1 The contractor warrants that every part:

3.1.1 Will be free from all defects in material and workmanship at the time of final delivery to the IMOD.

3.1.2 Will conform to the design, manufacturing, maintainability and performance requirements set forth in this document.

3.2 It is the contractors exclusive responsibility and liability to ensure that every truck or part supplied to the IDF under the terms of this contract will be free from any defect or discrepancy. Any inspection or acceptance under this contract shall not diminish in any way the responsibility or liability of the manufacturer for any defect or discrepancy which is later discovered.

3.3 The approval of the user on documents, actions etc, shall not relieve the contractor of its obligations and responsibilities under this warranty, and shall not subject the IDF to any liability whatsoever.

3.4 Resolution of warranty disputes will be via a warranty board comprised of a senior representative of the contractor and the IDF. This board will be convened only if the Contractor and the IDF cannot resolve the dispute at working level. If the board cannot reach an agreement, a disinterested third party from one of the Israeli institutions with expertise in the field will decide. The Contractor will perform all repairs immediately, without regard to the resolution of the dispute. Payment to the third party will be made by the domestic dealer, unless it is decided not to be the Contractor's responsibility, then the IDF will make the payment.

3.5 Each spare part installed in the truck by the domestic dealer workshops will have a warranty period equal to the remaining warranty of the truck and additional six-months.

3.6 If a particular assembly or sub-assembly was repaired for a second time under this warranty, the Contractor shall be obligated to replace it with a brand new part, and will not be entitled to repair it again, unless otherwise authorized in advance and in writing by the I.D.F./R&D and Project Management/Vehicle Branch.

3.7 To dispel any doubt, it is declared and stressed that the Contractor's responsibility under this warranty fully extends to all products, services, and workmanship of the Contractor's suppliers, sub-contractors, and Authorized Repair Shops (ARS).

3.8 In case of essential performance degradation in at least 5 trucks and/or in a case of a major failure in a vehicle safety system in one vehicle, the Contractor shall act as provided in articles 4, 5, 6.

3.9 Without limiting the Contractor's obligations, as mentioned above, the Contractor shall have in Israel during the warranty period all spare parts that may be needed to perform all of its' obligations under this warranty.

3.10 To dispel any doubt, it is hereby stressed that the Contractor shall bear all the expenses in implementing this warranty, including payment of any and all transportation costs relating to warranty service.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 71 of 83
---------------------------	--	----------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

3.11 Notwithstanding what is mentioned above in this warranty, the Contractor undertakes that in a case of failure in any component that its life time expectancy is less than 85% of Contractors declared life time expectancy, the Contractor shall indemnify IMOD of all its expenses incurred because of Contractor's failure to perform the requirements of this warranty. The lifetime expectancy is the Contractor's declared and revised MKBF for the truck systems, which was previously supplied to the IMOD.

3.12 The service provider shall provide a warranty of six (6) months for each repair performed in its workshop. In the case of a repeated repair during this period, it will be performed free of charge for the labor and the parts.

3.13 The domestic dealer will provide financial compensation to the IMOD, in the amount of a daily truck rental charge, for any period which exceeds (2) times the manufacturer's published flat rate time for the repair.

4. Systematic failure (Epidemic)

4.1 In addition to the specific warranties set forth above, the Contractor warrants that all vehicles, including any parts, will be free from any systematic defect, which is defined as a defect causing failure in at least 10% of the fleet and the cause of the failure is the same root/source. This applies to all vehicles which were supplied up to the date of discovering the failure.

4.2 In case of a single catastrophic failure in a system that has a critical safety implication on the truck (steering system, brake system) the Contractor will act as required in paragraphs 5, 6, 7 and 8 of this Warranty.

4.3 The warranty for a systematic failure repair shall be in effect for 36 months from the day of failure repair.

4.4 Remedies for systematic failure may include repair, replacement or redesign of all supplied, and to be supplied, trucks and shall be subject to the approval of the I.D.F./R&D and Project Management/ Vehicle Branch.

4.5 Everything stated in this paragraph regarding a typical failure supplements the other provisions of this warranty and does not detract from it.

4.6 Should any systemic failure arise in the truck fleet, the warranty period of the specific epidemic part will be extended for an additional 36 months. The extended warranty period will commence for each truck separately, from the day of the conversion of that truck.

5. Contractor's failure analysis following systemic detection:

5.1 After detection of a systemic failure, the Contractor shall conduct failure analysis which will determine at least the following::

5.1.1 How was the failure detected (via scheduled maintenance or failure maintenance).

5.1.2 Effect of the failure on the failed subassembly function.

5.1.3 Effect of the failure on the function of the next higher assembly.

5.1.4 Effect of the failure on the truck performance.

5.1.5 Recommendations for repair, redesign, retrofit, maintenance procedure change or any other corrective action recommended.

5.2 For each failure, the contractor will submit for approval a proposed failure investigation procedure (including timetable) not later than two weeks after a systemic failure was declared by the warranty board.

6. Contractor's duties following failure analysis:

6.1 The Contractor will submit to the Vehicle Branch a failure analysis report which will clarify the cause of failure as determined from this analysis. The report will identify the cause as a PRODUCTION ROOT CAUSE or DESIGN ROOT CAUSE or MAINTENANCE ROOT CAUSE. The failure analysis report will include the following:

6.1.1 Description of the outcome of failure analysis as described above.

6.1.2 Description of the retrofit kit which will be used to accomplish retrofit change on all the trucks. The retrofit kit list will be subjected to the I.D.F / R & D and Project Management/ Vehicle Branch confirmation.

6.2 In addition, the Contractor shall prepare a timetable for the repair or change of all the systemic items in the trucks that were

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 72 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

received by the MOD or intended to be transferred to the MOD.

6.3 It is the Contractors duty and responsibility to conform all the documentation to the modification made, following systemic detection.

6.4 If the I.D.F./R&D and Project Management/ Vehicle Branch prohibits use of the trucks following systemic failure, the manufacturer agrees to extend the warranty term for the affected trucks for an additional period of time equivalent to the ban period.

7. Conversion

7.1 Should the necessity arise to perform on all or some of the trucks conversion of any kind as result of failure, faulty design, trucks defect or deficient workmanship, the Contractor shall convert all trucks in the population affected, as shown in the failure analysis, and shall carry out all actions involved or associated with such conversion.

7.2 Any decision regarding the need for conversion will be subject to the prior written approval of the I.D.F./R&D and Project Management/Vehicle Branch.

7.3 Conversions will be executed by the Contractor at one or all of its authorized repair shops or subcontractors facilities.

7.4 The Contractor will commence and complete execution of the conversion of all trucks within a time period agreed upon by the warranty board.

7.5 The date of transfer of trucks for conversion to the Contractor's plant or his repair shops will be agreed upon between the parties, so as not to delay execution of the conversion.

7.6 If the user delivers the trucks/systems/components for conversion to the Contractor in non-working order, the Contractor shall repair the trucks/ systems/components (by authorization of the I.D.F./R&D and project Management/Vehicle Branch) during the course of conversion in serviceable order.

8. Follow-up of changes and improvements during the warranty period

8.1 The Contractor shall effect control of engineering changes during the course of the warranty period.

8.2 In case of any modification made on the trucks after systemic defect detection, the Contractor shall conduct a configuration control program to ensure that all the trucks are at the same configuration. The configuration control should be down to subassembly item.

8.3 Upon expiration of the warranty period, the trucks and components thereof shall be inspected in terms of the improvements and changes/modifications included therein. Should any truck or part be found not to have been converted as required, its conversion shall be executed at the Contractors expense, so as to correct them to the identical configuration of the entire fleet, even though the warranty period has ended.

9. The warranty of the trucks is 3 years or 60,000 km, whichever comes first. The warranty for the trucks will be extended by one year at a time if the manufacturer does not prove the previously declared reliability parameters (MKBF and MKBCF) for the whole truck by real measured reliability parameters analysis.

10. Warranty Administration:

10.1 All administrative matters under this warranty clause are exclusively between the GOI/MOD and the Contractor. Claims under this warranty will be filed in writing, but may initially be communicated verbally and subsequently confirmed in written form, and will be communicated/submitted directly to the Contractor by the IDF and/or the GOI/MOD. The Contractor shall respond in writting with its planned corrective action within 48 hours of receipt of the Claim.

10.2 In the event repairs under this warranty are performed by the IDF, in IDF workshops, the Contractor shall compensate the IDF for the costs of labor, parts and materials. The compensation for the work shall be according to the MOD rate per work hour and according to the Contractor's flat rate timetable and published parts prices and approved warranty procedures.

10.3 Any warranty disagreements between the IDF and ATC that cannot be resolved pursuant to paragraph 3.4 of this warranty clause shall be considered a dispute under the Disputes clause of this contract. In that event, both the GOI and ATC shall submit their respective positions in writing, with all supporting documentation, to the PCO for resolution under the Disputes clause.

H.8 GOI PROCUREMENT FROM SELLER'S SOURCES;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 73 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

H.8.1 The Government of Israel (GOI) shall have the right to make direct procurement of spares from the Contractor's sources, and the Contractor will cooperate to that end by supplying the GOI with available necessary procurement information and specifications, including a complete bill of materials identifying sources and part numbers as well as cross-information relating thereto, giving any necessary consents to those sources and allowing the GOI free use of any of the Contractor's tooling located in such sources' plants or facilities. In addition, the Contractor agrees to identify alternate qualified sources and alternate procurement specifications and part numbers.

H.8.2 The Contractor agrees that it will, for a period of ten (10) years after the date of Contract Award, provide support for the Vehicles by promptly submitting proposals, that may from time to time be requested by the GOI, to furnish parts and perform repair and other services at reasonable prices with reasonable delivery dates, but in no event to be less favorable than those prices offered to Contractor's most favored customer.

H.8.3 The Contractor agrees that it will not act under any existing or future agreements between Contractor and Contractor's sources in a manner that limits the GOI in the exercise of its rights under Articles H.8.1 and H.8.2 above, and that will not impose directly or indirectly, any charges on such source or such direct procurement.

H.8.4 The Contractor shall notify the GOI at least six (6) months in advance of any planned stop, if known, of production of major equipment items similar or common to the items to be supplied hereunder, and of the planned restart, if known, of production of such items to allow the GOI the opportunity of ordering additional spare parts at the time such production is in progress.

H.9 NEW MATERIALS:

H.9.1 The Contractor warrants that the supplies and components to be provided under this Contract are new, not used or reconditioned (except to the extent that such supplies and components must be used or modified in the performance hereof), and that at the time of Vehicle delivery, none of such supplies and components shall be of such age or so deteriorated as to impair their usefulness or safety.

H.10 PRODUCT IMPROVEMENTS:

H.10.1 For a period of ten (10) years after final delivery, the Contractor will notify the GOI, in writing, with reasonable promptness, of any product improvements or innovations which the Contractor shall make or cause to be made to the Vehicle. Such notice shall be in sufficient detail to enable the GOI to understand the nature and effect of said improvement or innovation.

H.10.2 In the event the GOI has an interest in purchasing said improvement or innovation, upon written request from the GOI, the Contractor shall make a written proposal to the GOI offering to sell said improvement or innovation to the GOI and, at GOI's option, to integrate said improvement or innovation in the Vehicle.

H.10.3 Such proposal shall state that it shall remain open for acceptance for a period of six (6) months from the date the GOI receives such proposal.

H.11 INTELLECTUAL PROPERTY REPRESENTATION AND INDEMNIFICATION:

H.11 The Contractor represents that the items, data, information, software, drawings or any other material delivered by the Contractor hereunder, are free from infringement from any United States patent, copyright or trademark and/or any Israeli patent, copyright or trademark and that Contractor has not granted to any third party an exclusive license to manufacture or sell the same in Israel, and knows of no such grant.

H.11.2 The Contractor shall, at its own expense, defend any suits or proceedings arising out of any infringement or claimed infringement of:

- (a) any United States letters patent, copyright or trademark; or
- (b) any letters patent, copyright or trademark of Israel.

H.11.3 The Contractor shall pay any judgments entered, or any settlements made with Contractor's prior written approval, in respect to the suits or proceedings referred to in paragraph H.11.2 above. Such defense and payments under this Article H.11 are conditioned on the following:

- (a) Contractor shall be notified promptly in writing by the GOI of any notice of such claim;
- (b) Contractor or its nominee shall have control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided, however, that if the GOI is a named defendant, GOI shall have the right to approve counsel and to cooperate in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 74 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

such defense; and

(c) GOI shall give the Contractor assistance reasonably required in connection with such defense or negotiations.

H.11.4 Paragraphs 11.2 and 11.3 shall have no application if the infringement results solely from the addition to, or change in, the supplies or services furnished, which addition or change was made subsequent to delivery or performance by the Contractor.

H.11.5 Should the use of any item by the GOI be enjoined, or in the Contractor's opinion be likely to become enjoined, or in the event Contractor desires to minimize its liabilities hereunder, Contractor will, at its option, either substitute a fully equivalent, non-infringing product, modify such item so that it no longer infringes but remains functionally equivalent, or obtain for the GOI, at the expense of Contractor or its nominee, the right to continue use of the item.

*** END OF NARRATIVE H 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 75 of 83
	PIIN/SIIN DAAE07-03-C-S114	MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-31	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-32	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-34	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-37	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	FEB/2002
I-46	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD	AUG/1996

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 76 of 83
	PIIN/SIIN DAAE07-03-C-S114	MOD/AMD	
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.			

	Regulatory Cite	Title	Date
I-50	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-51	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-54	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-57	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-58	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-64	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-65	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-66	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-67	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-68	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-69	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-71	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-72	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-73	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-74	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-75	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-76	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-77	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-78	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-79	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-80	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-81	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-82	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-83	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-84	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-85	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-88	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: email with MS EXCEL spreadsheets attached

[End of Clause]

I-89

52.223-3

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

Identification No.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 78 of 83
---------------------------	--	----------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

(If none, insert None)

_____ NONE	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I-90

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 79 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

I-91 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-92 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-93 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 80 of 83
--------------------	---	---------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD	Page 82 of 83
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

[End of Clause]

I-94 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	DD1423 DATA REQUIREMENTS & DIDS - FILE #1		034	ELECTRONIC IMAGE
Attachment 002	REMAINING DIDS - FILE #2		030	ELECTRONIC IMAGE
Attachment 003	ATC TECHNICAL SPECIFICATIONS (PROPRIATARY)		031	ELECTRONIC IMAGE
Attachment 004	LITERATURE & TRAINING AID DEVELOPMENT		001	ELECTRONIC IMAGE
Attachment 005	GANTT CHART		003	ELECTRONIC IMAGE
Attachment 006	PREDELIVERY CHECKSHEET (MTT, MTTC & DTT)		007	ELECTRONIC IMAGE
Attachment 007	PERFORMANCE BASED PAYMENTS MATRIX		001	ELECTRONIC IMAGE
Attachment 008	SPARE PARTS PRICES (PROPRIATARY)		267	ELECTRONIC IMAGE
Attachment 009	SPECIAL TOOLS PRICES (PROPRIATARY)		006	ELECTRONIC IMAGE